

CHICAGO TITLE INSURANCE COMPANY

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STATE OF INDIANA  
LAKE COUNTY  
2007 JUN - 7 AM 9:39  
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**FILED**

JUN - 7 2007

**Cross-References:**

- Instrument No. 2002-001829 (IN)
- Instrument No. 2002-018769 (IN)
- Instrument No. 0020403411 (IL)

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

**Document is**

**ACCESS, PARKING AND UTILITY  
EASEMENT AGREEMENT**

**This Document is the property of  
the Lake County Recorder!**

CM 0200201829

THIS ACCESS, PARKING AND UTILITY EASEMENT AGREEMENT is made and entered into as of April 30, 2007, by and between **SISTERS OF ST. FRANCIS HEALTH SERVICES, INC.** an Indiana corporation d/b/a St. Margaret Mercy Healthcare Centers ("Lessor"), and **DYER MEDICAL PARTNERS, LLC**, an Indiana limited liability company ("Lessee").

**RECITALS**

1. The Lessor is the fee simple owner of that certain real property located in the Town of Dyer, Lake County, Indiana and in Cook County, Illinois, as is more particularly described in **Exhibit A** attached hereto as a part hereof (the "Project"). Lessee is developing a building (the "Building") on that portion of the Project described in **Exhibit B** attached hereto as a part hereof (the "Land").
2. By Ground Lease dated as of December 12, 2006, as amended by that certain First Amendment dated April 30, 2007 (collectively, the "Ground Lease"), the Lessor leased the Land to Lessee for the construction, use and operation of the Building.
3. In anticipation of the construction, use and occupancy of the Building by Lessee and other Components (as herein defined) by other Owners (as herein defined), the parties hereto

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enter into this Agreement to set forth the terms and provisions of a reciprocal easement agreement and to create, and to reserve, certain access, parking, utility and other easements.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the sum of One Dollar (\$1.00) in hand paid by each party to the other, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee grant unto each other the easements and other rights set forth herein, the Lessor hereby reserves unto itself certain easements and other rights set forth herein and the Lessor and Lessee hereby declare, covenant and agree on behalf of themselves and their permitted successors and assigns that during the term of the Ground Lease or the term of any replacement or new lease executed pursuant to the terms of the Ground Lease and affecting the Land and for as long as the fee simple estate in the Land, on the one hand, and the leasehold estate in the Land, or the Building, or any two of them, are separately owned, such properties and all interests therein shall hereafter be held, conveyed, acquired and encumbered subject to the provisions set forth herein. It is intended that there shall be no merger of estates should any Owner acquire another Owner's real property interest in any or all of the real property affected by this Agreement. The provisions of this Agreement shall (i) run with the land and all parts of the Project including, without limitation, the Land, and (ii) bind and inure to the benefit of the Lessor and the Lessee and their respective permitted successors and assigns. The rights provided for herein shall be appurtenant to the rights provided for in the Ground Lease, the terms of which are incorporated herein by this reference. Should any of the terms of this Agreement conflict with any terms in the Ground Lease, the terms of the Ground Lease shall control. Notwithstanding anything to the contrary contained in this Agreement, no union of the interests of Lessor and Lessee herein shall result in a merger of the interest and rights granted in this Agreement; provided, however, a merger may take place upon the written agreement of the party acquiring all such interests and the Mortgagee(s) of each such interest, which agreement shall be recorded in the Recorders' Offices.

### ARTICLE I DEFINITIONS

Defined terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ground Lease.

1.1 "Agreed Rate" shall mean the prime rate of interest published in the money rates section of *The Wall Street Journal* (Eastern Edition), plus three percent (3%), but in no event greater than the maximum rate permitted by applicable law. If *The Wall Street Journal* ceases to publish such rates, the Lessor shall select an alternate publication.

1.2 “**Recorders’ Offices**” shall mean the Recorder’s Office of Lake County, Indiana and the Recorder’s Office of Cook County, Illinois.

1.3 “**Common Areas**” shall mean the following improvements located on the Project: (i) all driveways, drive aisles, curbs, pedestrian trails, multipurpose trails and walkways, but specifically excluding any sidewalks located on or adjacent and contiguous to the Land; (ii) all entrance features other than those located adjacent or contiguous with the Land which identify solely the users of the Land, including, without limitation, landscaping, signage, lighting and utility systems; (iii) the retention/detention pond (the “**Detention Area**”) located as shown on the Site Plan attached hereto as Exhibit C and incorporated herein by this reference (the “**Site Plan**”); (iv) landscaping and irrigation systems, other than those located within twenty-five (25’) of the Building or RP Building, as applicable; and (v) any other facilities on the Project that are not within the Building or any RP Building, but which are otherwise open and available for common use of the Owners of the Components.

1.4 “**Common Area Costs**” means those costs paid or incurred by Lessor for (i) the Maintenance of the Common Areas under and to the extent set forth in Article V, below, and (ii) any portion of any insurance premiums which the Lessee and Lessor agree relate and/or pertain to the Common Areas.

1.5 “**Component**” means all or any of the Building, or other structures constructed or to be constructed on the Project including, without limitation, ancillary, directly related structures, regardless of ownership.

1.6 “**Connection(s)**” means an enclosed walkway, if any, connecting the Building to any other Component from time to time located on the Project.

1.7 “**Hospital Parking Areas**” means those portions of the Project designated for use as parking areas and any related improvements, including, without limitation, access drives, curbs, walkways, stairways, elevators, traffic control devices and utility systems serving those parking areas, as such areas may be constructed or to be constructed on the Project, including, without limitation, ancillary, directly related structures, regardless of ownership, subject to the provisions of Paragraph 3.1.2 hereof.

1.8 “**Improvement(s)**” mean any ancillary improvements and any equipment reasonably necessary for the beneficial use and operation of the Building and appurtenant parking, lighting, and other support facilities for any Component.

1.9 “**Project**” shall have the meaning that is ascribed to it in Recital Paragraph 1.

1.10 “**Land**” shall have the meaning ascribed to it in Recital Paragraph 1.

1.11 “**Maintain**” or “**Maintenance**” or any other derivation thereof shall mean and refer to the maintenance, repair, restoration and replacement, as necessary, for each Component so that each and all such Components remain in a condition consistent with other Class A office developments in the Lake County, Indiana area.

1.12 “**Mortgage**” means a mortgage or deed of trust encumbering any Owner’s interest in the Project or the Land or any portion thereof or interest therein.

1.13 “**Mortgagee**” means the holder of a Mortgage or beneficiary under a Mortgage.

1.14 “**Owner**” means the Lessor or fee simple owner of the Project, and its successors and assigns, and the Lessee or other lessee under the Ground Lease, and their respective, permitted successors and assigns; but the term “Owner” shall not include any Mortgagee (or its successors and assigns), unless it has succeeded to the ownership rights of any Owner.

1.15 “**Person**” means a natural person, corporation, partnership, limited liability company, trust, governmental entity, agency, authority or commission or other entity.

1.16 “**Agreement**” shall mean this Access, Parking and Utility Easement Agreement.

1.17 “**Remaining Lessor Property**” means the Project exclusive of the Land and improvements on the Land, as more particularly described on the exhibit attached hereto as Exhibit E.

1.18 “**RP Building**” means any building or other Improvements located on the Remaining Lessor Property.

1.19 “**RP Parking Areas**” means all parking areas on the Project excluding the Lessee Parking Areas.

1.20 “**Lessee Parking Areas**” shall mean those three hundred (300) dedicated non-exclusive parking stalls and related improvements, all located within the Hospital Parking Parcel, which stalls and related improvements are more particularly shown on Exhibit D attached hereto and incorporated herein by this reference.

## ARTICLE II CONSIDERATIONS

The consideration of the parties entering into this Agreement shall be the execution and performance by all parties under the terms of the Ground Lease and this Agreement.

### ARTICLE III EASEMENTS

3.1 Easements for Vehicular and Pedestrian Access and Parking. The parties hereto do hereby create non-exclusive, perpetual easements, rights-of-way and rights and privileges of passage and use for the benefit of the Lessor, Lessee, and their respective Mortgagees, agents, licensees, employees, business guests, invitees, tenants, subtenants, successors, and assigns as follows:

3.1.1 Vehicular and pedestrian ingress, egress and passage through, over, upon and across the Hospital Parking Areas, and all access ways, driveways, interior roads, sidewalks, entrances and exits from time to time located on the Project (collectively, the "Access Drives") including, but not limited to, those driveways and parking areas depicted on the Site Plan attached hereto as Exhibit C; and

3.1.2 Vehicular parking on, over and across the Hospital Parking Areas, subject to the promulgation and enforcement of reasonable, non-discriminatory rules and regulations that are approved, in writing, by the Lessee, with respect to the Lessee Parking Areas and by the Lessor, with respect to the RP Parking Areas, and in each instance, by their respective Mortgagees. No parking fees shall now or in the future be charged to Lessee, Lessor, any lessee, any subtenant, or any of its or their respective licensees, occupants, employees, patients, invitees, contractors or guests without the mutual written consent of the Lessor, Lessee and their respective Mortgagees. In addition, the parking easements granted hereby in favor of any party having an interest in the Land, and their respective Mortgagees, agents, licensees, employees, business guests, invitees, tenants, subtenants, successors, and assigns, shall include a non-exclusive, perpetual easement to use three hundred (300) dedicated non-exclusive parking stalls and related improvements within the Lessee Parking Areas. No change to the location or configuration of the Lessee Parking Areas or the Access Drives will be made without the advance written consent of the Lessee and its Mortgagee(s) (except in the case of a condemnation or taking in lieu of condemnation) and in any event, Lessor shall cause replacement Access Drives and replacement Lessee Parking Areas to be installed in a configuration reasonably acceptable to Lessee and the number of dedicated non-exclusive parking stalls in the Lessee Parking Areas shall not be decreased below three hundred (300) spaces, and the relocated or reconfigured Lessee Parking Areas will lie within the same or substantially similar proximity to the Building. The Lessee Parking Areas will be operated, kept, used and Maintained for the non-exclusive use and benefit of the Lessee, its subtenants, and all occupants, employees, customers, patients, contractors and invitees of the

Building, and for the benefit of any Mortgagee of the Building, or Lessee's leasehold interest in the Land. Likewise, the RP Parking Areas will be operated, kept, used and Maintained for the non-exclusive use and benefit of the Lessor, its subtenants, and all occupants, employees, customers, patients, contractors and invitees of the RP Building, and for the benefit of any Mortgagee of the RP Building, or Lessor's interest therein. If the zoning requirements for parking are modified after the date of this Agreement to require more parking for the Building or RP Building than is available on the Lessee Parking Areas, Lessor and Lessee agree to cooperate with one another to satisfy such parking requirements or obtain a variance from such requirements, all at no expense to the other party hereto.

3.2 Emergency Access. The Town of Dyer, its agents and assigns, are hereby granted a non-exclusive easement over the Hospital Parking Areas, driveways, entrances, exits, ramps, aisles, stairways and passageways in or on the Components, the Project and the Land for all police, fire, ambulance and other rescue or emergency personnel for the lawful performance of their functions in the event of emergencies, provided, however nothing herein shall be deemed to provide any rights to the public over or across any portion of the Components, the Project or the Land.

3.3 Utility Easements.

3.3.1 Mutual and reciprocal non-exclusive easements and rights-of-way for utilities are hereby created in, over and through the Project for the benefit of the Components, including, without limitation, the Building, the RP Building and all other existing and future Components and the Owners thereof, their Mortgagees, permitted successors and assigns, tenants and agents, for the installation, relocation, operation and Maintenance of sanitary sewer, natural gas, storm sewer (including the Detention Area), domestic water, electricity, telephone and other communications facilities, cable television facilities, and security systems; provided that the location of the utility facilities will not unreasonably interfere with the use and occupancy of the Project, the Land or any Component (including, without limitation, the Building and/or RP Building) now or hereafter located thereon; provided, however, that the location of the utility facilities in or under (i) the Land shall not adversely affect the value or marketability of, nor the structural integrity or lateral support of, the Building and (ii) the Remaining Lessor Property shall not adversely affect the value or marketability of, nor the structural integrity or lateral support of, any RP Building. All such utility facilities shall be located underground except for manhole covers, pedestals and such other facilities that are customarily located at or above ground level in connection with such underground utility services. Lessee has heretofore submitted plans and specifications for all such utility facilities serving the Building to Lessor and those plans and specifications have been approved by the Lessor (the "**Approved Utility Plans**"). Notwithstanding anything in this Agreement to the contrary, no change to the location or configuration of the utilities, as shown on the Approved Utility Plans in the locations depicted

on Exhibit G attached hereto and incorporated herein by this reference, will be made without the advance written consent of the Lessee and its Mortgagee(s). To the extent that Lessor desires, at any future date, to construct an RP Building or otherwise develop the Remaining Lessor Property, it will, to the extent of any material adverse impact on any then existing utility facilities serving the Land, and/or Lessee Parking Areas, submit plans and specifications for such utility facilities serving the RP Building, RP Parking Area or any Component located on the Remaining Lessor Property to Lessee and its Mortgagee, and those plans and specifications shall be subject to the approval of Lessee and such Mortgagee, which approval will not be unreasonably withheld, conditioned or delayed. No construction of any such utility facilities to serve the Remaining Lessor Property, any RP Building or RP Parking Area will be undertaken or approved if it materially interferes with the use and operation of the Building or the Lessee Parking Areas. No Owner of any Component, or any Owner or ground lessee of the land on which a Component is situated, through which any of the utility facilities described in this Paragraph 3.3 shall run shall be liable to any other Owner(s) for loss of any utility services provided by such utility facilities unless such loss is caused by the gross negligence or willful misconduct of the Owner of such Component or such Owner or ground lessee of the land on which the Component in question is located.

3.3.2 Specifically, but without limitation of any other provision of this Article III, Lessor hereby reserves for itself and its successors and assigns for the benefit of the Remaining Lessor Property easements on, under, over and across the Project to connect to the public water and sanitary sewer lines servicing the Building and for storm water to drain from the Remaining Lessor Property into the Detention Area and related drainage systems and facilities servicing the Land; provided, however, that no such lines or facilities will be permitted to have a material adverse effect on the use or operation of the Building or the Lessee Parking Areas. All such easements shall be subject to the provisions of this Article III with respect to location and other matters. The Owner or ground tenant of the Remaining Lessor Property shall pay the cost to connect to any of the above utility facilities located on the Project.

3.3.3 Any Owner or other person or entity utilizing the Land or the Project for the installation of utility services shall promptly restore any portion of the Land or the Project, as applicable, that is disturbed to the same condition as existed prior to such disturbance to the extent practicable. In addition, such Owner or other person or entity shall indemnify, defend and hold Lessee and Lessor harmless from and against any and all claims, liabilities, judgments, suits, causes of action, damages, expenses, costs and fees, including without limitation, reasonable attorneys' fees, suffered or incurred by Lessee and Lessor and arising out of or in connection with any entry onto, work performed in or on, or the installation and operation of any utility services in, the Land or the Project.

#### 3.4 Support, Encroachment and Construction and Maintenance Easement.

3.4.1 To the extent that the Land or the Project (or any Component now or hereafter located thereon) supports or contributes to the support of any other Component, the former is hereby burdened with a non-exclusive easement for the support of the latter.

3.4.2 If any Improvements or Components now or hereafter encroach on any other Component by reason of (i) the original construction thereof, (ii) deviations within normal construction tolerances in the Maintenance of any Improvements, or (iii) the settling or shifting of any land, Component or Improvement, a non-exclusive easement is hereby granted to the extent of any such encroachment for the period of time the encroachment exists, said easement to include all rights of access reasonably necessary to enjoy the encroaching Improvement or Component and for the maintenance of such encroachments; provided, however, that in no event shall an easement for any encroachment be created in favor of any other Improvement or Component if such encroachment unreasonably interferes with the reasonable use and enjoyment or materially reduces the value or marketability or structural integrity or lateral support of any Component. Notwithstanding the foregoing, Lessor grants to Lessee, for the benefit of and for use by Lessee, its Mortgagees, tenants, subtenants, agents, and employees, a permanent, non-exclusive encroachment easement over and across those portions of the Project depicted and legally described on Exhibit F attached hereto (the "Encroachment Area"), for the purpose of insulation, maintenance, repair and replacement of a canopy, sidewalk and related improvements within the Encroachment Area. Lessor reserves the right to use the Encroachment Area in any manner not inconsistent with the easement granted herein.

3.4.3 A temporary non-exclusive construction, reconstruction and Maintenance easement is hereby created over the Project for the benefit of Lessee and its Mortgagees, tenants, subtenants, agents, and employees, from time to time and for a reasonable period of time as determined by the type of work project being performed, to permit construction of the Building and the Lessee Parking Areas, including, but not limited to, all rights of access reasonably necessary for the design, construction, installation, and Maintenance of the Building and Lessee Parking Areas, as the same may then exist, provided that said construction and Maintenance of the Building shall be completed within the time provided in the Ground Lease (as such time may be extended pursuant to the Ground Lease, including, without limitation, such time as may be reasonably required and otherwise permitted under the Ground Lease for any Mortgagee of Lessee to cure any default on the part of the Lessee under the Ground Lease in connection with the completion, construction, installation, and/or Maintenance of the Building and/or Lessee Parking Areas). Lessor also grants in favor of Lessee the right to demolish any buildings and other improvements which are located within the Encroachment Area or the Lessee Parking Areas which interfere with the construction or operation of the Building, including, but not limited to, any existing structures located thereon as of the date hereof.



3.4.4 In the event that any Owner desires to construct a Connection (in which case that Owner will be referred to herein as a “**Connection Party**”), to connect any Components located on the Project, that Owner shall submit to the Lessee (in the case of a Connection to the Building) or to the Lessor (in the case of a Connection to any RP Building or other Component on the Remaining Lessor Property), as applicable (which party will be referred to herein as the “**Approval Party**”) detailed plans and specifications for any such Connection, including details as to all aspects of the construction of any such Connection, including, but not limited to, location, materials, plans, specifications, contractors, schedule, technique and evidence that the Connection will not interfere with the free flow of vehicular traffic in, on and/or through any Hospital Parking Areas, or the Access Drives serving any such Hospital Parking Areas. Such plans and specifications shall be subject to the approval of the Approval Party and its Mortgagee, which approval will not be unreasonably withheld, conditioned or delayed. Once approved by the applicable Approval Party and its Mortgagee, a non-exclusive construction, reconstruction and Maintenance easement is hereby reserved and shall be deemed to be created over those portions of the Project affected by the Connection for the benefit of the Connection Party, and its respective successors, and assigns, Mortgagees, contractors, agents and employees to permit construction of any such approved Connection, which easement shall include, but not be limited to, all rights of access reasonably necessary for the construction, installation and Maintenance thereof, provided that such construction and Maintenance will not unreasonably interfere with the use and occupancy of the Building or RP Building, as applicable, materially increase the operating costs of, or create any additional expense for the Approval Party or its Mortgagee(s), and their respective successors and assigns tenants, agents and licensees, as the case may be. The Connection Party shall defend, indemnify and hold the Approval Party harmless from and against any and all liens, claims, liabilities, judgments, suits, causes of action, damages, expenses, costs and fees, including, without limitation, reasonable attorneys’ fees suffered or incurred by the Approval Party arising out of or in connection with the construction, installation or Maintenance of any such Connection. In this regard, the Connection Party shall be responsible for the Maintenance of any such Connection. If any Connection is built, the Connection Party, Approval Party and their respective Mortgagees, tenants, subtenants, agents, contractors and employees shall also have an easement to use the Connection for pedestrian access to and from, but not through, the Building and the RP Building. Furthermore, if any Connection is built, the Approval Party and its Mortgagee(s), tenants, subtenants, agents, contractors and employees shall also have an easement over the Connection as necessary (i) to Maintain the Connection, if the applicable Connection Party is not Maintaining the Connection; and (ii) for all other utility services and support components of the Connection which may be necessary or useful for the Approval Party to fully use and occupy the Components of that Approval Party as such Components could be used if the Connection was not then in existence. Absent an emergency situation, involving an immediate risk of personal injury or property damage, the Approval Party’s rights under the preceding sentence shall be subject to the notice

and cure provisions pertaining to Defaulting Owners and Non-Defaulting Owners under Paragraph 4.2, below.

3.5 Additional Easements. If requested by either party hereto, the other party shall enter into, grant, execute and deliver to the requesting party additional easements between the Land, the Project, the Remaining Lessor Property, the Components and any Connection now or hereafter located thereon as are reasonably necessary or desirable to effectuate the purposes of this Agreement, provided said proposed additional easements will not unreasonably interfere with the use and occupancy of any of the Components, unreasonably affect access to, or operation of, any of the Common Areas or any Component, materially increase the operating costs of, or create any additional expense for any of the Common Areas or any Component or its Owner, cause the Component to be in violation of any applicable law, statute, code, ordinance, rule or regulation, or materially and adversely affect the value or marketability of the Component. The Lessor and Lessee hereby agree to reasonably and in good faith determine, create and grant such additional easements, subject to the prior written approval of each respective Owner's Mortgagee, which approval may not be unreasonably withheld, conditioned or delayed. Once approved, this Agreement and the exhibits attached hereto shall be amended by designating and describing said easements and such amendment shall be signed by the Lessor, Lessee, and/or any other Owner, as necessary, and their respective Mortgagees. Such amendment shall be recorded in the Recorder's Offices and shall have the same force, effect and priority as if such new easements were originally contained herein.

3.6 Use of Easements. The Owners of the Components benefited by the easements specified in this Article III shall be entitled to use and enjoy said easements in common with others entitled to use the same and shall take no action in or with respect to any of said easements which would materially or unreasonably interfere with the rights of any Persons lawfully authorized to use said easements or to enjoy the benefits therefrom, it being the intent of this Agreement to create non-exclusive rights and easements in common with the burdened estates; provided, however, that the easements specified herein shall be deemed exclusive to the extent required to prevent a violation of any applicable laws, statutes, codes, ordinances, rule or regulation by a Component benefited by such easement.

3.7 Limitations on Easements.

3.7.1 Each easement within this Article III which provides or requires, for its use and enjoyment, ingress and egress on, over, across, or through any other Component, shall be subject to such reasonable limitations and nondiscriminatory rules and regulations as the Owner of the respective Component, or as the holder of the exclusive rights to use the respective Component, may from time to time impose with respect to the establishment of limited paths of ingress and egress, limited areas of access and limited hours of the day (other than in an emergency

situation) during which such easements may be used to preclude any unreasonable interference with the use and operation of the respective Component and in order to assure the security of the respective Component and its tenants, subtenants and occupants, provided that at all times Lessee, its subtenants, and all occupants, employees, customers, patients, contractors and invitees of the Building will be guaranteed access to the Building at all times over the Access Drives as provided in this Article III. Such rights shall include the right to reasonably restrict access temporarily to portions of the areas of such easements in connection with the Maintenance or relocation of such easements, and other reasonable restrictions or requirements with respect to the use of the Component consistent with the intended use of the improvements constructed thereon from time to time.

3.7.2 Subject to the provisions hereof, any Owner shall have the right, acting either separately or jointly with the other Owner(s), to temporarily restrict or condition access to a portion of the Component and/or Improvements then owned by such Owner at such time and in such a fashion as may be necessary or appropriate to prevent dedication of such Component and/or Improvements to the use of the public, or any governmental authority and/or to prevent the creation of prescriptive rights therein. Such restrictions or conditioning of access shall be accomplished with the minimum steps necessary to prevent such dedication or creation of rights and shall be accomplished in such a fashion as to minimize disruption to those parties entitled to use and enjoy the aforesaid easements, privileges and rights.

3.7.3 Any party exercising any easements for construction or Maintenance granted in this Article III will complete such activity in a timely fashion and shall perform such activity in a manner that reasonably addresses the safety and convenience of the Owners and occupants of the other Components and/or Improvements. Any damage to a Component resulting from the exercise of any rights afforded in this Article III shall be promptly repaired at the expense of the party on whose behalf the right and privilege was exercised.

3.7.4 Lessor shall have the right to control and manage the Common Areas and to establish, modify and enforce reasonable non-discriminatory rules and regulations from time to time with respect to all Common Areas, provided such rules and regulations do not adversely affect the practical utilization of the Land or the Lessee Parking Areas by Lessee, in accordance with the Ground Lease, or otherwise adversely affect the practical utilization of any of the easement rights otherwise provided for under this Article III. Lessor shall have the right to change the area, location and arrangement of any Common Areas provided that (i) the Building continues to be served by the remaining Common Areas for all functions for which the Common Areas served prior to such change, (ii) there shall always exist Access Drives which provide direct access to and from the Lessee Parking Areas to the dedicated right-of-way known as U.S. Route 30, (iii) there shall always exist walkways which provide direct access to and from the Lessee Parking Areas to the Building, and (iv) such change shall not cause the Building to be in

violation of any applicable law, statute, code, restriction, ordinance, rule or regulation. Lessor shall provide Lessee and its Mortgagee with at least thirty (30) days prior written notice of any proposed changes to the access directly serving the Building (which notice shall include a description, in reasonable detail, of the proposed changes) except in the event of an emergency in which case Lessor shall provide the notice as soon as practical to do so. Lessor shall have the right to close temporarily all or any portion of the Common Areas and to perform such other acts in and to the same as shall improve the enjoyment thereof by the Owners and their employees and customers, provided that all utility services and reasonable access and parking for the Building and its occupants and their respective employees, visitors, patients and invitees shall be provided at all times.

3.7.5. Any party exercising any easements for construction or Maintenance granted in this Article III shall not interfere with the operations of the occupants in Components.



**ARTICLE IV  
UPKEEP OF COMPONENTS**

4.1. Maintenance. The Lessee shall be responsible for the Maintenance of the Building, the Land and the Lessee Parking Areas, and all Components located therein or thereon. The Lessor shall be responsible for the Maintenance of the Remaining Lessor Property and any Components that may be constructed or erected from time to time on the Remaining Lessor Property, including, without limitation, any RP Building and/or any RP Parking Areas. In each of the foregoing instances, such Maintenance shall include, without limitation, keeping all Hospital Parking Areas within that Owner's control neat and in good condition including, without limitation, snow and ice removal and lighting, during any periods of use of such Components, between the hours of dusk to dawn. Notwithstanding the foregoing, to the extent that any Maintenance on or of any Component described in this Paragraph 4.1 is required as a result of the gross negligence or willful misconduct of any other Owner (herein referred to as a "**Responsible Owner**") or such Responsible Owner's employees, contractors, lessees, licensees or agents, then the Responsible Owner will be liable and responsible for the cost and expense of any such Maintenance, and shall pay the reasonable cost of any such Maintenance, upon demand, to the affected Owner.

4.2. Failure to Maintain. In the event any Owner fails to comply with any of its Maintenance obligations under this Article (a "**Defaulting Owner**"), the other Owner(s) (the "**Non-Defaulting Owner(s)**") shall have the right to send written notice to the Defaulting Owner and its Mortgagee of such default. In the event the Defaulting Owner fails to cure such default within thirty (30) days after receipt of such notice (provided that if any such failure cannot reasonably be remedied by such Defaulting Owner within such thirty (30) day period, then so long as the Defaulting Owner is continuously and diligently pursuing the remedy necessary to cure such failure, the Defaulting Owner shall have such additional time as shall be reasonably necessary to remedy such failure), the Non-Defaulting Owner(s) shall give a supplemental notice to the Defaulting Owner's Mortgagee (herein a "**Mortgagee Notice**") informing the Mortgagee that the Defaulting Owner has not cured such default. Upon receipt of any such Mortgagee Notice, the Defaulting Owner's Mortgagee shall have thirty (30) days after receipt of such Mortgagee Notice to cure such default (provided that if any such failure cannot reasonably be remedied by such Mortgagee within such thirty (30) day period, then so long as such party is continuously and diligently pursuing the efforts to cure such failure, such Mortgagee shall have such additional time as shall be reasonably necessary to remedy such failure, and if such default cannot be cured by the Mortgagee without securing possession of the property encumbered by its Mortgage, the Mortgagee will be afforded such additional time as is reasonable under the circumstances to permit the Mortgagee to secure possession of the property and thereafter undertake and complete such cure). In such a case, if within thirty (30) days following its receipt

of any such Mortgagee Notice, any such Mortgagee fails to give written notice to the Non-Defaulting Owner of its agreement to undertake efforts to cure such default, then, in addition to any other remedies that a Non-Defaulting Owner may have at law or in equity (but subject to the terms hereof), the Non-Defaulting Owner shall have the right, but no obligation, to cure such default, in which event the reasonable amount expended by the Non-Defaulting Owner, together with interest thereon at the Agreed Rate shall be paid by the Defaulting Owner to the Non-Defaulting Owner within ten (10) days after written demand therefor is delivered to the Defaulting Owner. Nothing in this Paragraph 4.2 shall be interpreted or construed to amend or modify Lessee's cure rights set forth in Paragraph 5.2, below, with respect to a default on the part of Lessor in respect of its duties and obligations set forth in Article V herein.

4.3 Remedies For Violation of this Article. In addition to any and all other rights and remedies to which it may be entitled hereunder, at law or in equity, a Non-Defaulting Owner shall be entitled to the remedy of specific performance and injunctive relief in connection therewith. Any default hereunder on the part of a Defaulting Owner would cause immediate and irreparable harm and damage to the Non-Defaulting Owner for which the remedy of monetary damages would be insufficient, inadequate and incomplete and impossible to quantify accurately. Notwithstanding anything to the contrary in this Agreement, in no event shall termination of any of the easements granted in this Agreement be a remedy by or for a Non-Defaulting Owner or occupant. Except as expressly limited in this Paragraph or elsewhere in this Agreement, all rights and remedies hereunder shall be cumulative and in addition to all remedies at law or in equity.

**ARTICLE V  
COMMON AREA MAINTENANCE**

5.1 Maintenance Obligation. Upon completion of any Common Areas, Lessor shall Maintain the same and all improvements therein in an operable, neat and good condition, including, without limitation, snow and ice removal from any Access Drives and Maintenance of the Detention Area. Notwithstanding the foregoing, such Common Areas shall only be required to be Maintained in a manner consistent with the Maintenance of common areas serving Class A buildings of similar age and character in the Lake County, Indiana area, and Lessor shall not be responsible for any Maintenance of or any damage to the Common Areas arising out of the gross negligence or willful misconduct of Lessee, its tenants, subtenants, or any of their respective employees or agents, for which Lessee shall be responsible. Lessor may, but shall have no obligation to, Maintain any such damage arising from such gross negligence or willful misconduct on the part of Lessee, its tenants, subtenants, or any of their respective employees or agents, in which event the reasonable amount expended by Lessor in doing so, together with interest thereon at the Agreed Rate, shall be paid by Lessee to Lessor within ten (10) days after written demand therefor is delivered to the Lessee.

5.2 Failure to Maintain. In the event Lessor fails to comply with any of its obligations under this Article, any one or more of the other Owner(s) shall have the right to send written notice to the Lessor and its Mortgagee of such default. In the event the Lessor fails to cure such default within thirty (30) days after receipt of such notice (provided that if any such failure cannot reasonably be remedied by Lessor within such thirty (30) day period, then so long as the Lessor is continuously and diligently pursuing the remedy necessary to cure such failure, the Lessor shall have such additional time as shall be reasonably necessary to remedy such failure), the Non-Defaulting Owner(s) shall give a Mortgagee Notice to the Lessor's Mortgagee informing the Mortgagee that the Lessor has not cured such default. Upon receipt of any such Mortgagee Notice, the Lessor's Mortgagee shall have thirty (30) days after receipt of such Mortgagee Notice to cure such default (provided that if any such failure cannot reasonably be remedied by such Mortgagee within such thirty (30) day period, then so long as the Lessor's Mortgagee is continuously and diligently pursuing the efforts to cure such failure, the Lessor's Mortgagee shall have such additional time as shall be reasonably necessary to remedy such failure, and if such default cannot be cured by the Lessor's Mortgagee without securing possession of the property encumbered by its Mortgage, the Lessor's Mortgagee will be afforded such additional time as is reasonable under the circumstances to permit the Lessor's Mortgagee to secure possession of that property and thereafter undertake and complete such cure). In such a case, if within thirty (30) days following its receipt of any such Mortgagee Notice, Lessor's Mortgagee fails to give written notice to the Non-Defaulting Owner of its agreement to undertake efforts to cure such default, then, in addition to any other remedies that a Non-Defaulting Owner may have at law or in equity (but subject to the terms hereof), the Non-Defaulting Owner shall have the right, but no obligation, to cure such default, in which event the reasonable amount expended by the Non-Defaulting Owner, together with interest thereon at the Agreed Rate shall be paid by the Lessor to the Non-Defaulting Owner within ten (10) days after written demand therefor is delivered to the Lessor. Nothing in this Paragraph 5.2 shall be interpreted or construed to amend or modify any Owner's cure rights set forth in Paragraph 4.2, above, with respect to a default on the part of any other Owner in respect of its duties and obligations set forth in Article IV herein.

5.3 Reimbursement for Common Area Costs. Until such time as the Building is constructed and a certificate of occupancy (or similar approval) is issued therefor (the "**Building Completion Date**"), Lessor shall pay all Common Area Costs. Following the Building Completion Date, Lessee shall pay Lessee's Annual Share of the Common Area Costs. For these purposes, the term "**Lessee's Annual Share**" shall mean and refer to a fixed annual amount equal to the product of the rentable square footage of Building multiplied by Thirty-five Cents (\$0.35); accordingly, based upon the foregoing calculation, Lessor and Lessee agree that Lessee's Annual Share is (63,811 (which is the agreed rentable square footage of the Building)) x (\$0.35), or Twenty-Two Thousand Three Hundred Thirty-Three and 85/100 Dollars

(\$22,333.85). If and to the extent that either the Lessor or Lessee acquires additional real estate contiguous with or otherwise adjacent to the Project (“**Additional Property**”), that Additional Property shall not be deemed or construed to be encumbered by this Agreement or entitled to the benefits or easements created under this Agreement, without the mutual consent of the Lessor, the Lessee and their respective Mortgagees, which consent may be conditioned upon, *inter alia*, (i) confirmation that development of any such Additional Property will not overburden or otherwise have a material adverse effect on the Building, the RP Building, the Lessee Parking Areas, the RP Parking Area, the Project or any other Components located thereon, and (ii) agreement of the Lessor and Lessee and their respective Mortgagees as to an appropriate decrease in the Lessee’s Annual Share of Common Area Costs.

5.4 Payment of Lessee’s Annual Share. The Lessor will submit invoices to Lessee, no more frequently than on a quarterly basis, for the applicable portion of Lessee’s Annual Share of Common Area Costs. Such invoices shall be paid within thirty (30) days following receipt thereof, and if not paid within forty-five (45) days following receipt thereof, shall thereafter bear interest at the Agreed Rate until paid, in full.

**ARTICLE VI**  
**INSURANCE AND INDEMNIFICATION**

6.1. Insurance. The Ground Lease requires the Lessee to procure and maintain insurance coverages which include, without limitation, commercial general liability insurance, insuring Lessee against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Property with policy limits per occurrence and an aggregate limit, including umbrella coverage, if necessary, of not less than Ten Million and no/100 Dollars (\$10,000,000.00) (“**Lessee’s CGL Insurance**”), as more particularly provided in the Ground Lease. Likewise, the Lessor shall procure and maintain commercial general liability insurance with respect to its ownership of the Project, with minimum limits matching those required for Lessee’s CGL Insurance under the Ground Lease (the “**Lessor’s CGL Insurance**”).

In addition, the Ground Lease requires the Lessee to procure and maintain insurance against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils which Lessee deems reasonably necessary, with respect to the improvements located on the Land (including Builder’s Risk insurance during construction of improvements) in an amount that will provide for payment of 100% of the replacement cost of such improvements in case of total loss (the “**Lessee’s Property Insurance**”). Likewise, the Lessor shall procure and maintain the foregoing coverages with respect to the Remaining Lessor Property, RP Building, the RP



Parking Area and any related Components on the Remaining Lessor Property (including Builder's Risk insurance during construction of improvements) in an amount that will provide for payment of 100% of the replacement cost of such improvements in case of total loss (the "**Lessor's Property Insurance**").

Lessor and Lessee each hereby agree to provide current and, upon request, up to date insurance certificates confirming the existence of the Lessee's CGL Insurance, Ground Lessor's CGL Insurance, Lessee's Property Insurance and Lessor's Property Insurance. The Lessee's Property Insurance and Lessor's Property Insurance shall each be written or endorsed so as to preclude the exercise of any rights of subrogation thereunder by the insurer against any other party to this Agreement, or their respective Mortgagees.

6.2 Indemnification.

6.2.1 Without limiting any other indemnity obligations on the part of Lessee hereunder or under the Ground Lease, Lessee agrees to indemnify the Lessor and its lessees and to hold them harmless from and defend them against any and all claims, actions, damages, liability and demands, by or to third persons (including but not limited to those for loss of life, personal injury and/or for damage to or destruction of property) occasioned by or arising, directly or indirectly, out of or in connection with the construction, use and/or occupancy, operation, repair or ownership by Lessee of the Building, the Lessee Parking Areas and/or other Components located on the Land or within the Lessee Parking Areas, by the condition of the Building, Lessee Parking Areas or other Components located within the Lessee Parking Areas, or (without limiting the foregoing) as a result of willful misconduct or any acts or omissions or negligence by any tenant or any concessionaire, subtenant, licensee, invitee, contractor, agent, employee or other persons in or about the Building or the Lessee Parking Areas, and from and against all costs, expenses and liability (including, without limitation, reasonable attorney's fees and other expenses of litigation) occurring in or in connection with any such claim or proceeding brought thereon. Notwithstanding the foregoing, Lessee shall not be required to indemnify the Lessor and its lessees in connection with any claim, action, damages, liability or demand arising out of or in connection with the gross negligence or willful misconduct of Lessor or its lessees, or their respective grantees, tenants, invitees, guests, employees, contractors or agents.

6.2.2 Without limiting any other indemnity obligations on the part of Lessor hereunder or under the Ground Lease, the Lessor agrees to indemnify the Lessee and its subtenants and Mortgagee(s) and hold them harmless from and defend them against any and all claims, actions, damages, liability and demands, by or to third persons (including but not limited to those for loss of life, personal injury and/or for damage to or destruction of property) occasioned by or arising, directly or indirectly, out of or in connection with the construction, use and/or occupancy, operation, repair or ownership by the Lessor of the Remaining Lessor Property, RP Building, RP

Parking Areas and/or other Components located on the Remaining Lessor Property or within the RP Parking Area; or the condition of the Remaining Lessor Property, the RP Building, the RP Parking Area or other Components located within the RP Parking Area or (without limiting the foregoing) as a result of willful misconduct or any acts or omissions or negligence by any of Lessor's tenants (other than Lessee), concessionaires, subtenants (other than Lessee's or its subtenants), licensees, invitees, contractors, agents, employees or other persons in or about the Remaining Lessor Property, and from and against all costs, expenses and liability (including, without limitation, reasonable attorney's fees and other expenses of litigation) occurring in or in connection with any such claim or proceeding brought thereon. Notwithstanding the foregoing, Lessor shall not be required to indemnify the Lessee and its subtenants and Mortgagees in connection with any claim, action, damages, liability or demand arising out of or in connection with the gross negligence or willful misconduct of Lessee or its subtenants or Mortgagees, or their respective grantees, subtenants, invitees, guests, employees, contractors or agents.

6.2.3 Where personal injury, death or loss or damage to property are the result of the joint negligence or misconduct of the parties hereto, the parties expressly agree to indemnify each other in proportion to their respective share of such joint negligence or misconduct.

6.3. Mechanics' Lien Coverage. No party hereunder shall have the power or authority to create any lien or permit any lien to attach to the property of any other party hereto, and all suppliers, contractors, artisans, mechanics, laborers and other persons contracting with a party to perform work or supply materials required or allowed hereunder shall be so notified in writing. If any mechanic's or other lien shall at any time be filed against the Project, the Land, the Remaining Lessor Property, the Building, the Lessee Parking Areas, the RP Building, the RP Parking Area or any other Component, as the case may be, by a person or entity claiming by or through a party that is not the Owner thereof, the alleged party through whom the claim is filed (the "**Lien Party**") shall either (i) cause the same to be discharged of record within thirty (30) days after filing or (ii) if, in the Lien Party's discretion and in good faith, it determines that such lien should be contested, it shall furnish such security as may be necessary to cause the lien to be released on the records where the lien has been filed. If the Lien Party fails to discharge such lien within such time period or fails to furnish such security, then the affected Owner may at its election, in addition to any other right or remedy available to it, discharge the lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If such affected Owner acts to discharge or secure the release of the lien, then the Lien Party shall immediately reimburse the affected Owner for all sums paid and all costs and expenses (including reasonable attorneys' fees) incurred by the affected Owner involving such lien, together with interest on the total expenses and costs at the Agreed Rate until paid.

Without limiting the foregoing, prior to the commencement of any work by any party hereto as required by this Agreement which if not timely paid for in full, could give rise to the filing of a lien pursuant to Indiana Mechanics Lien Statute, as amended, the party causing such work to be done shall provide to the other parties hereto such assurances of payment for such work, as the other parties hereto shall reasonably require.

## ARTICLE XVII MISCELLANEOUS PROVISIONS

7.1. Excuse for Nonperformance (Force Majeure). The Lessor and Lessee or any other Owner, as the case may be, shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement (other than the payment of any sum of money) when prevented from so doing by cause or causes beyond such Owner's reasonable control, which shall include, without limitation, all labor strikes, riots, acts of terrorism, or warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, inability to obtain governmental or regulatory approvals, unusually inclement weather, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of such Owner.

7.2. Termination of Liability Upon Transfer. In the event the rights of either of the parties hereto in the Ground Lease are assigned to a third party pursuant to the terms thereof: (1) the Owner who is divested of title shall be entirely freed and relieved of all covenants and obligations thereafter accruing hereunder, but not theretofore accruing hereunder, only with respect to any such portion or interest conveyed or divested; and (2) the assignee, grantee or other Person(s) who succeed such Owner shall be deemed to have assumed all of the covenants and obligations of the Owner of such portion or interest thereafter accruing hereunder, until such assignee, grantee or successor is itself freed and relieved therefrom as provided in this Paragraph, and then any such assignee's or grantee's successor shall thereafter be so bound.

7.3. Notice. All notices, requests, demands, instruments, and other communications that may be or are required to be given under this Agreement shall be in writing and shall be delivered by hand to the individuals named below, and all Mortgagees, as provided specifically in the Ground Lease sent prepaid by UPS Next Day Air (or a comparable overnight delivery service) or sent by United States mail, certified, postage prepaid, return receipt requested and, unless otherwise specified in a written notice by the parties, shall be delivered or sent to the following addresses:

If to the Lessee:           Dyer Medical Partners, LLC

c/o Lauth Property Group, Inc.  
401 Pennsylvania Parkway  
Indianapolis, Indiana 46280  
Attention: W. Todd Jensen, Senior Vice President

With a Copy to: Lauth Property Group, Inc.  
401 Pennsylvania Parkway  
Indianapolis, Indiana 46280  
Attention: General Counsel

If to Lessor: Sisters of St. Francis Health Services, Inc.  
d/b/a St. Margaret Mercy Healthcare Centers  
1515 Dragoon Trail  
P. O. Box 1290  
Mishawaka, Indiana 46546

If to any Mortgagee: To the address provided by such Mortgagee to the other parties hereto in accordance with this Paragraph 7.3.

Any notice, request, demand, or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) (i) on the day on which it is actually delivered or (ii) on the second (2nd) business day after the day on which it is deposited in the United States mail, or (iii) on the first (1st) business day after the day on which it is delivered to an overnight delivery service, whichever first occurs. Any party to this Agreement may change its address by notifying the other party hereto of the new address in any manner permitted by this Paragraph.

7.4 Amendments. No amendment to this Agreement shall become effective except upon the execution of an agreement signed by Lessor, Lessee and all Owners of the Project, as the case may be, and persons having a duly recorded lien on the Project and/or any Component. All amendments to this Agreement shall be duly recorded in the Recorders' Offices.

7.5 Severability; Conflict with Ground Lease. In the event any provision of this Agreement shall be determined to be void or unenforceable by any court, such determination shall not affect the remaining provisions of this Agreement and such remaining provisions hereof shall remain in full force and effect as though the void or unenforceable provision was not a part hereof. In the event the terms of this Agreement conflict with the terms of the Ground Lease, the terms of the Ground Lease shall control.

7.6 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference, and in no way limit or otherwise affect the scope, meaning or effect of any provision of this Agreement.

7.7 Successors Bound. The terms, covenants, conditions and restrictions contained herein shall be binding upon, and shall inure to the benefit of the parties hereto, and their respective permitted successors and assigns (as provided in the Ground Lease).

7.8 Performance. Each party hereto agrees to interpret and perform this Agreement in good faith and such obligation shall be specifically enforceable by each party hereto.

7.9 Matters of Record. All of the easements and rights granted or reserved in this Agreement are granted and reserved subject to all matters of record lawfully applicable to the Project and any Component.

7.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

7.11 Priority. This Agreement and the rights granted and created hereby, including the easements granted and created hereunder, shall be superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances and documents which are recorded or entered into hereafter and which in any way affecting any part of the Project. Any party foreclosing any such Mortgage, lien or encumbrance, and any party acquiring title to or any interest in any part of the Project as a result thereof shall acquire and hold such title or interest expressly subject to the provisions of this Agreement. Any transferee of any interest in any part of the Project shall automatically be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Agreement, and to have agreed to perform and do any and all things thereafter required to be done and performed hereunder by the Owner of the interest so transferred.

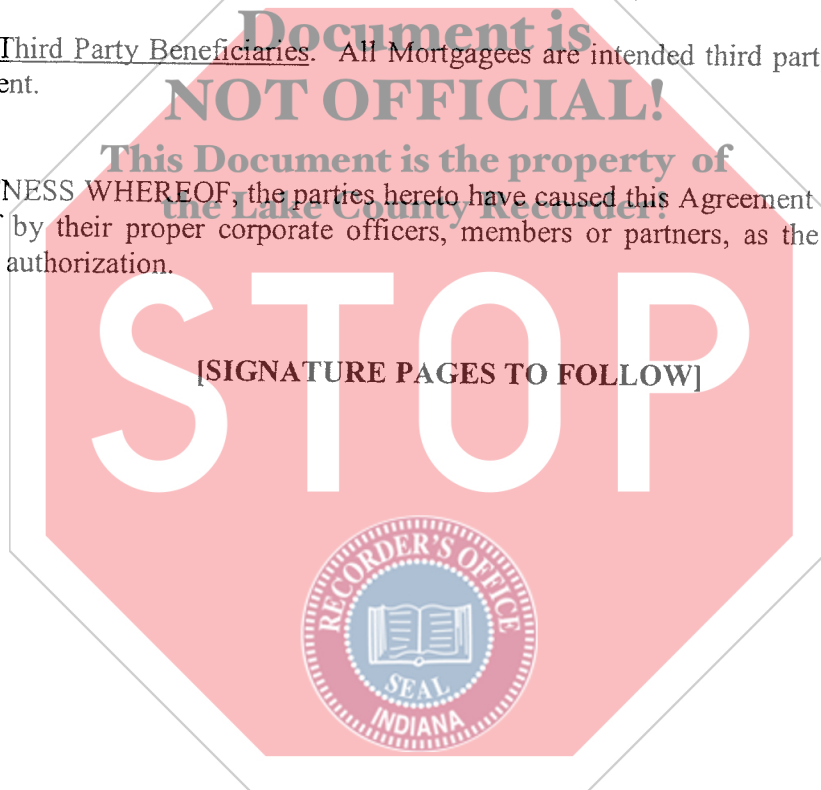
7.12 No Change in Zoning or Subdivision. Lessor shall not petition, apply for, or otherwise seek governmental, or quasi-governmental, approval for any use of the Project (including without limitation, the Land) which requires the grant of any type of zoning amendment, zoning variance, subdivision or replat, or special use permit from the applicable zoning authority or any commission, subdivision thereof, or from any other governmental entity which would prohibit or adversely affect the use of (i) the Building, or any of the easements granted by this Agreement that benefit the Building, the Lessee Parking Areas or the Land, (ii) the Common Areas, or (iii) access to any of the foregoing, or (iv) which would cause the Building to be out of compliance with governmental requirements, including subdivision laws, and/or set back, conservation and other requirements applicable to the Building.

7.13 Taxes and Assessments. The Ground Lease provides that the Lessee will pay all real estate taxes and assessments which pertain to the Land. The real estate taxes and assessments that the Lessee is responsible for under the Ground Lease shall be referred to as the “**Lessee’s Taxes.**” All real estate taxes and assessments that pertain to the Project (other than the Land) shall be paid by the Lessor (the “**Lessor’s Taxes**”). All such taxes and assessments shall be paid by Lessee or Lessor, as applicable, prior to delinquency as provided in the Ground Lease.

7.14 Remedies; Attorneys’ Fees. Notwithstanding anything to the contrary in this Agreement, in no event shall termination of any of the easements granted in this Agreement be a remedy by or for any default hereunder. Except as expressly limited in this Agreement, all rights and remedies hereunder shall be cumulative and in addition to all remedies at law or in equity. In any proceeding brought to enforce the provisions of this Agreement, the prevailing party may recover from the losing party all reasonable costs and expenses incurred by the prevailing party, including reasonable attorneys’ fees, as awarded in such proceeding.

7.15. Third Party Beneficiaries. All Mortgagees are intended third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their proper corporate officers, members or partners, as the case may be, pursuant to due authorization.



LESSOR:

**SISTERS OF ST. FRANCIS HEALTH SERVICES, INC.**, an Indiana corporation  
d/b/a St. Margaret Mercy Healthcare Centers

By: Kevin A. Leahy

Title: President/CEO  
Authorized Officer

LESSEE:

**DYER MEDICAL PARTNERS, LLC**,  
an Indiana limited liability company

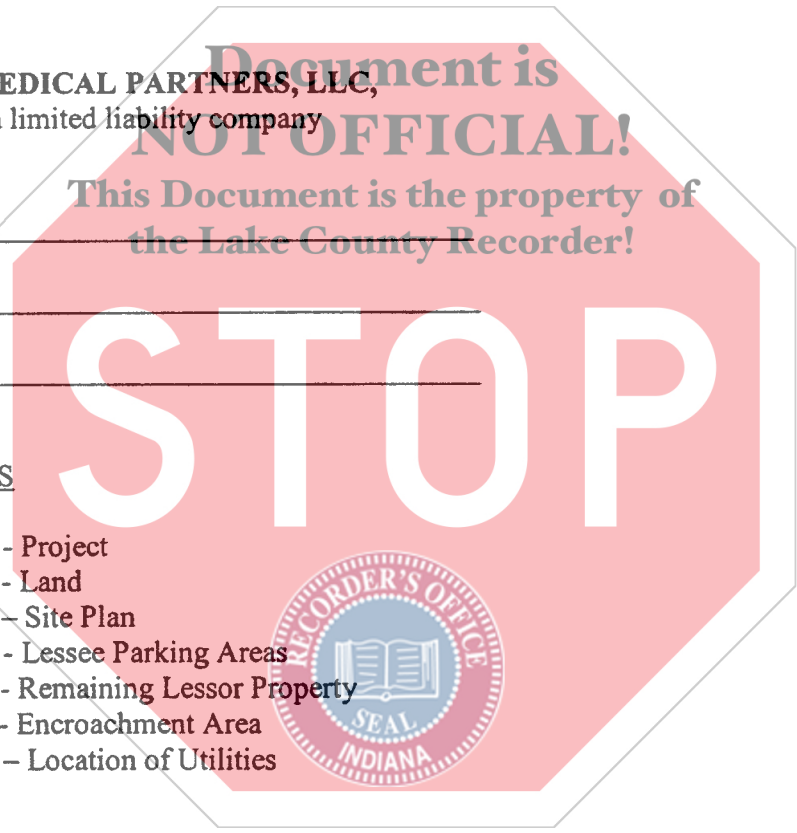
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBITS

- Exhibit A - Project
- Exhibit B - Land
- Exhibit C - Site Plan
- Exhibit D - Lessee Parking Areas
- Exhibit E - Remaining Lessor Property
- Exhibit F - Encroachment Area
- Exhibit G - Location of Utilities



LESSOR:

**SISTERS OF ST. FRANCIS HEALTH SERVICES, INC.**, an Indiana corporation  
d/b/a St. Margaret Mercy Healthcare Centers

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Authorized Officer

LESSEE:

**DYER MEDICAL PARTNERS, LLC**,  
an Indiana limited liability company

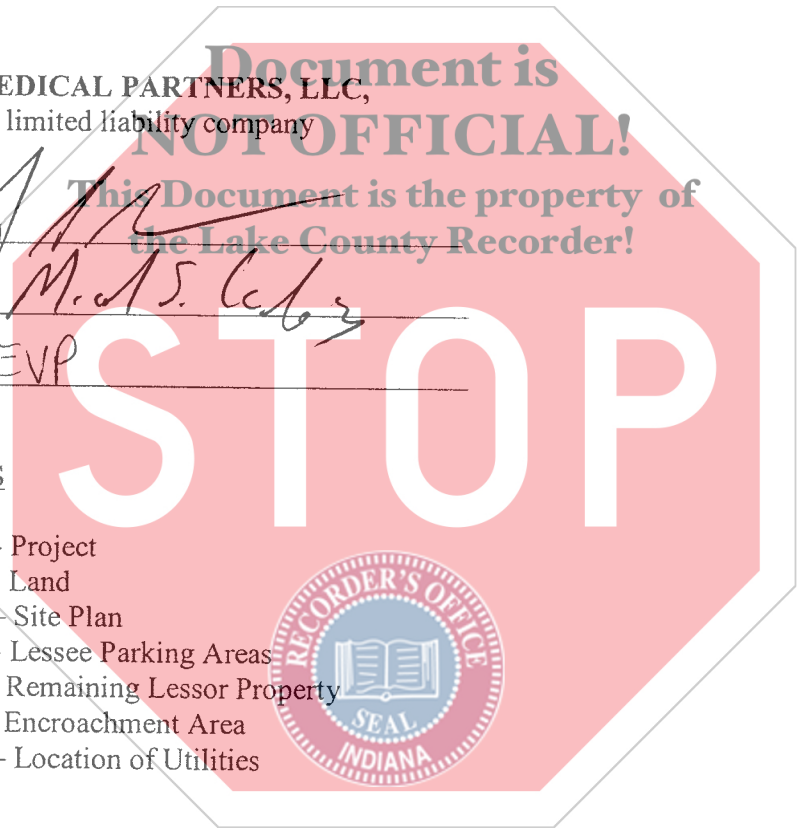
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBITS

- Exhibit A - Project
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ILLINOIS  
STATE OF INDIANA        )  
  ) SS:  
COUNTY OF COOK        )

Before me, a Notary Public in and for said County and State, personally appeared KEVIN D. LEAHY, by me known to be PRESIDENT of SISTERS OF ST. FRANCIS HEALTH SERVICES, INC., an Indiana corporation d/b/a St. Margaret Mercy Healthcare Centers, and acknowledged the execution of the foregoing Agreement on behalf of said corporation.

WITNESS my hand and Notarial Seal this 26<sup>th</sup> day of April, 2007.

My Commission Expires:  
12-10-2010

Ritamarie Leonard  
Notary Public

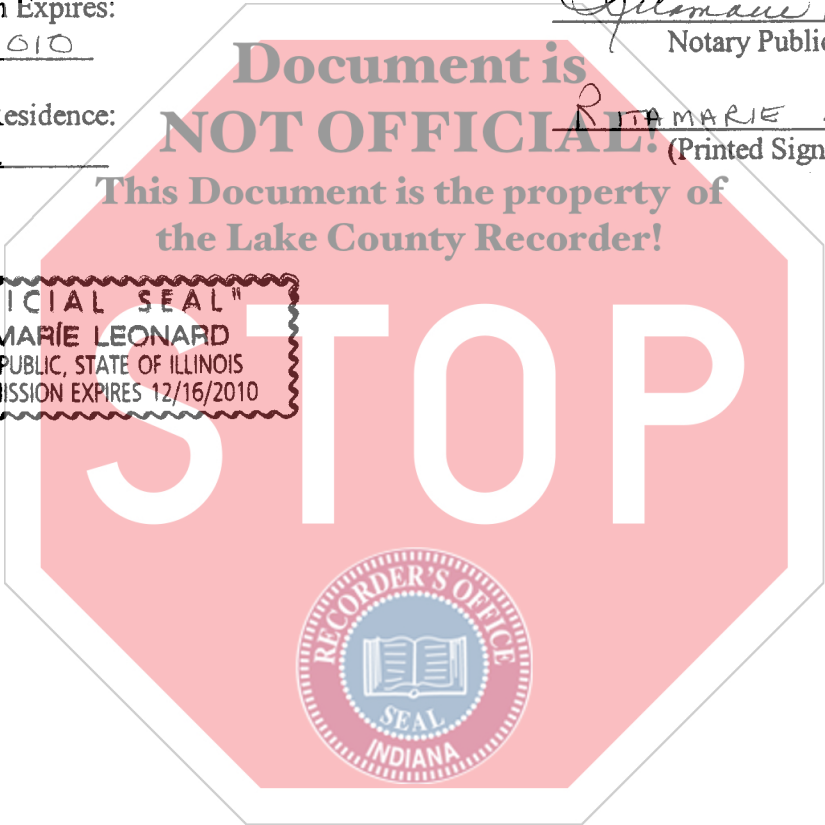
My County of Residence:  
Cook

RITAMARIE LEONARD  
(Printed Signature)

Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

"OFFICIAL SEAL"  
RITAMARIE LEONARD  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/16/2010



STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Michael S. Curless, by me known to be the Exec. V.P. of DYER MEDICAL PARTNERS, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Agreement for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 27 day of April, 2007.  
[Signature]  
(Signature)

[Signature]  
(Printed Name) Notary Public

My Commission Expires: 5/1/2011 County of Residence: Marion  
This Document is the property of the Lake County Recorder!

This Instrument prepared by Angela E. Tempel, Bose McKinney & Evans LLP, 135 North Pennsylvania Street, Suite 2700, Indianapolis, Indiana 46204.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Angela E. Tempel



EXHIBIT A

Project

Lot One, Mount Mercy Subdivision as shown in Plat Book 55, page 33, in the Office of the Recorder of Lake County, Indiana.

ALSO:

The North ½ EXCEPT the South 361.50 feet of fractional Southeast Quarter of Section 29, Township 35 North, Range 15 East of the Third Principal Meridian in Cook County, Illinois and also that part of the Northeast fractional ¼ of said Section 29 lying South of the Old Lincoln Highway in Cook County, Illinois.



EXHIBIT B

Land

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 01 MINUTES 20 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, SAID LINE BEING THE STATE LINE BETWEEN ILLINOIS AND INDIANA, A DISTANCE OF 309.42 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, A DISTANCE OF 17.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 18 SECONDS WEST, A DISTANCE OF 192.33 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 42 SECONDS EAST, A DISTANCE OF 102.33 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 18 SECONDS EAST, A DISTANCE OF 192.33 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 42 SECONDS WEST, A DISTANCE OF 102.33 FEET TO THE POINT OF BEGINNING.

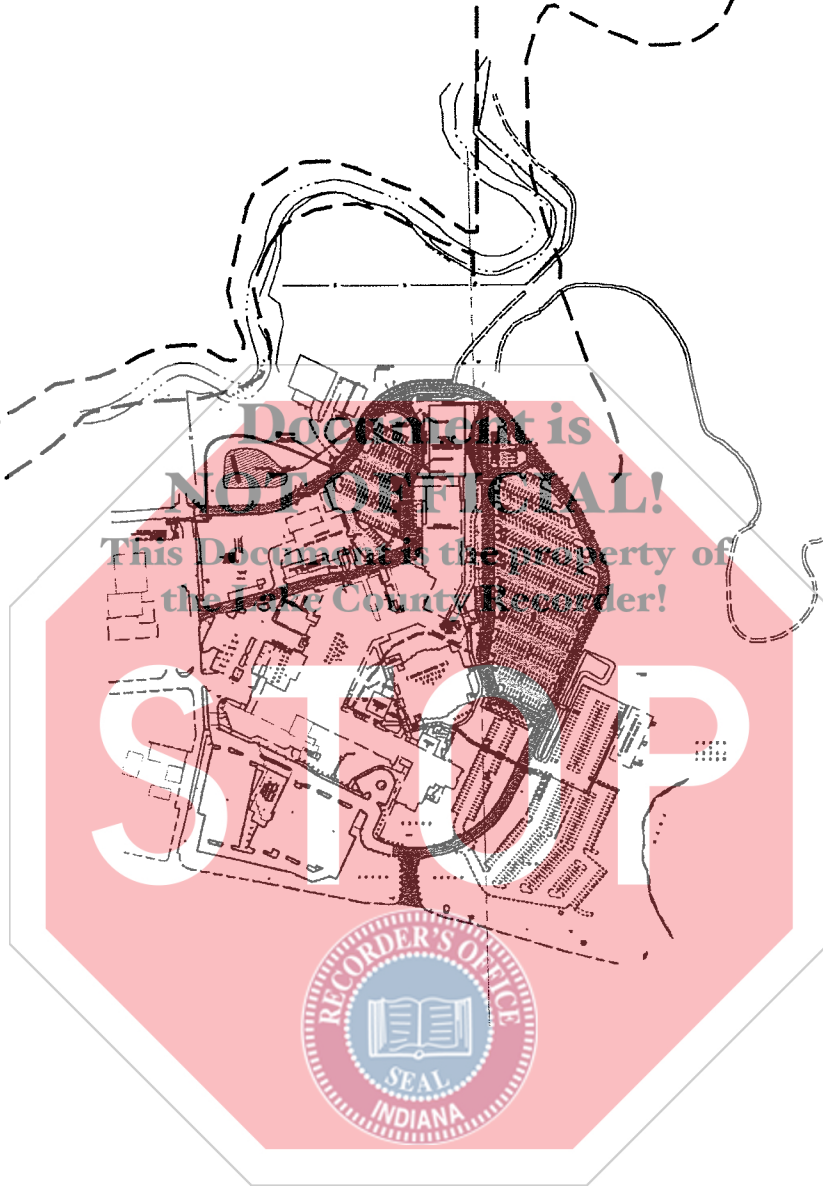


EXHIBIT C

Site Plan



# EXHIBIT C



- Access Drives
- Detention
- Walking Path - Not field surveyed or located; for representative purposes only.



Scale: 1" = 300'

SAINT MARGARET MERCY HEALTHCARE CENTER INC.

U.S. ROUTE 30 (JOLIET STREET) DYER, INDIANA

MARCH 13, 2007

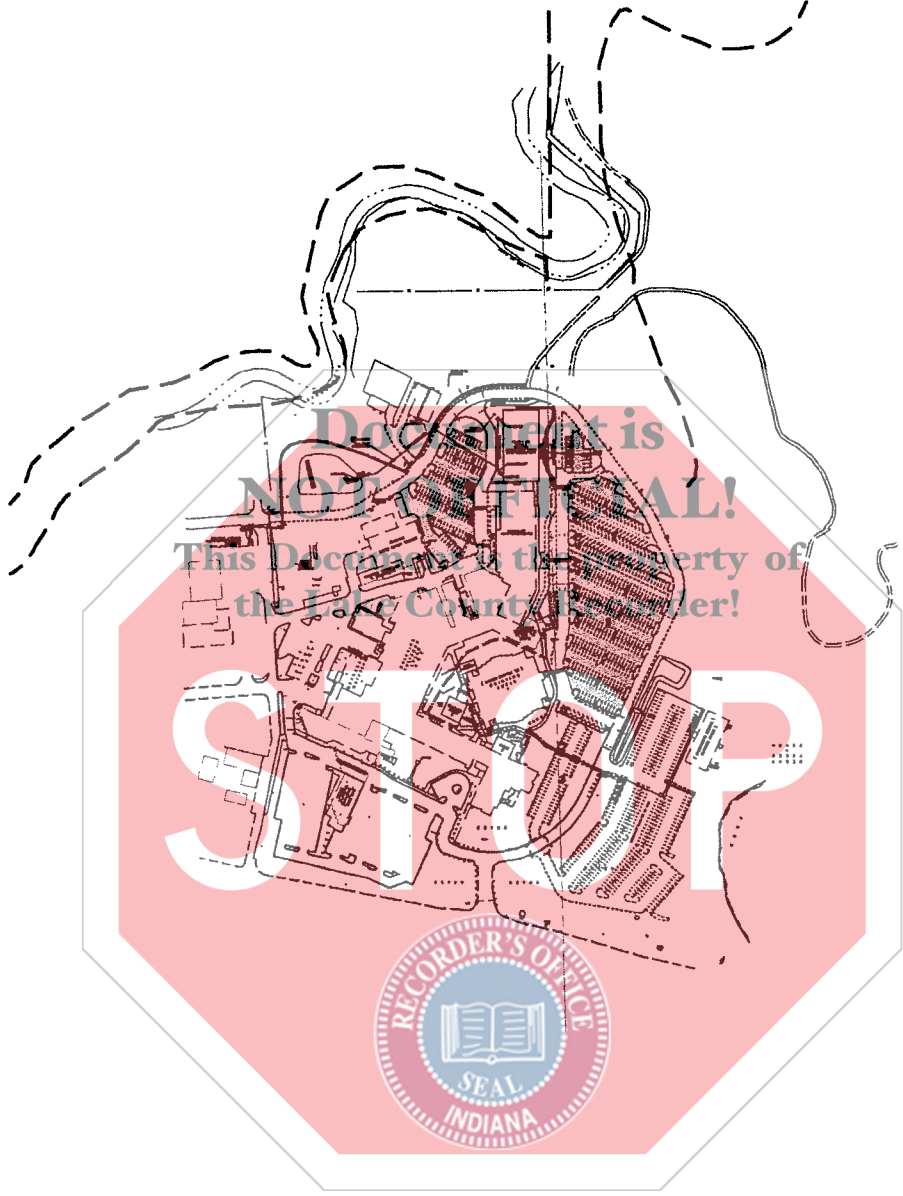


EXHIBIT D

Lessee Parking Areas



# EXHIBIT D



Campus Parking  
Walking Path - Not field surveyed or located, for representative purposes only.



Scale: 1" = 300'

SAINT MARGARET MERCY HEALTHCARE CENTER INC.

U.S. ROUTE 30 (JOLIET STREET) DYER, INDIANA  
MARCH 13, 2007





EXHIBIT E

Remaining Lessor Property

Lot One, Mount Mercy Subdivision as shown in Plat Book 55, page 33, in the Office of the Recorder of Lake County, Indiana.

ALSO:

The North  $\frac{1}{2}$  EXCEPT the South 361.50 feet of fractional Southeast Quarter of Section 29, Township 35 North, Range 15 East of the Third Principal Meridian in Cook County, Illinois and also that part of the Northeast fractional  $\frac{1}{4}$  of said Section 29 lying South of the Old Lincoln Highway in Cook County, Illinois.

LESS THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 01 MINUTES 20 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, SAID LINE BEING THE STATE LINE BETWEEN ILLINOIS AND INDIANA, A DISTANCE OF 309.42 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, A DISTANCE OF 17.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 18 SECONDS WEST, A DISTANCE OF 192.33 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 42 SECONDS EAST, A DISTANCE OF 102.33 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 18 SECONDS EAST, A DISTANCE OF 192.33 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 42 SECONDS WEST, A DISTANCE OF 102.33 FEET TO THE POINT OF BEGINNING.



EXHIBIT F

Encroachment Area

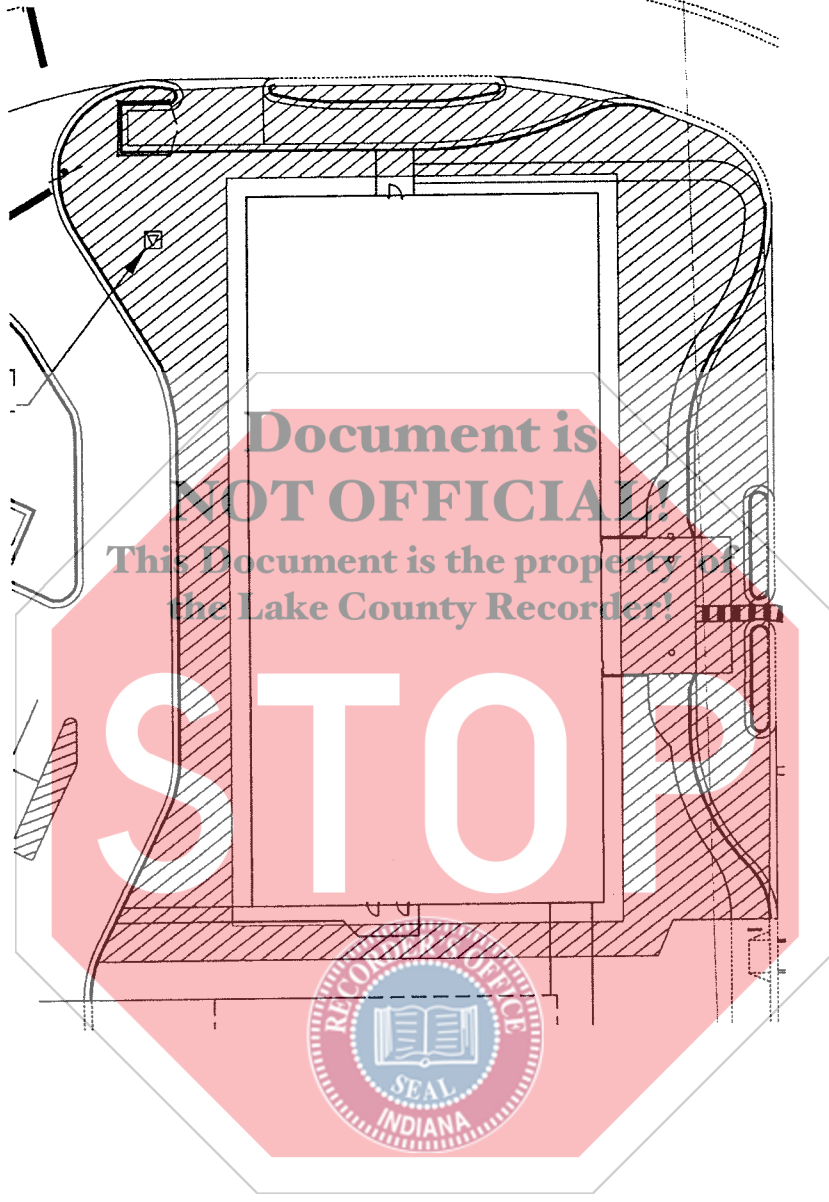
THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN AND ALSO THAT PART OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 01 MINUTES 20 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, SAID LINE BEING THE STATE LINE BETWEEN ILLINOIS AND INDIANA, A DISTANCE OF 501.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 50 MINUTES 42 SECONDS EAST, A DISTANCE OF 4.84 FEET; THENCE NORTH 22 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 9.93 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 42 SECONDS EAST, A DISTANCE OF 124.67 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 18 SECONDS EAST, A DISTANCE OF 132.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 28.11 FEET, A CHORD BEARING OF SOUTH 16 DEGREES 15 MINUTES 48 SECONDS EAST AND A CHORD LENGTH OF 27.75 FEET TO A POINT OF TANGENCY; THENCE SOUTH 32 DEGREES 22 MINUTES 19 SECONDS EAST, A DISTANCE OF 36.19 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 23.00 FEET, AN ARC LENGTH OF 49.06 FEET, A CHORD BEARING OF SOUTH 28 DEGREES 44 MINUTES 12 SECONDS WEST AND A CHORD LENGTH OF 40.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 50 MINUTES 42 SECONDS WEST, A DISTANCE OF 90.65 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVED LINE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 126.25 FEET, AN ARC LENGTH OF 52.06 FEET, A CHORD BEARING OF NORTH 78 DEGREES 49 MINUTES 42 SECONDS WEST AND A CHORD LENGTH OF 51.69 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 13; THENCE CONTINUING NORTHWESTERLY, ALONG A CURVED LINE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 126.25 FEET, AN ARC LENGTH OF 6.66 FEET, A CHORD BEARING OF NORTH 65 DEGREES 30 MINUTES 20 SECONDS WEST AND A CHORD LENGTH OF 6.66 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 27.86 FEET, A CHORD BEARING OF NORTH 32 DEGREES 04 MINUTES 28 SECONDS WEST AND A CHORD LENGTH OF 26.44 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 09 MINUTES 18 SECONDS WEST, A DISTANCE OF 180.53 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 42 SECONDS EAST, A DISTANCE OF 20.51 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 13, SAID POINT BEING THE POINT OF BEGINNING.

EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: <sup>(P)</sup>

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 01 MINUTES 20 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, SAID LINE BEING THE STATE LINE BETWEEN ILLINOIS AND INDIANA, A DISTANCE OF 309.42 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, A DISTANCE OF 17.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 18 SECONDS WEST, A DISTANCE OF 192.33 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 42 SECONDS EAST, A DISTANCE OF 102.33 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 18 SECONDS EAST, A DISTANCE OF 192.33 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 42 SECONDS WEST, A DISTANCE OF 102.33 FEET TO THE POINT OF BEGINNING. CONTAINING 0.45 ACRES MORE OR LESS.



EXHIBIT F



Encroachment Area



Scale: 1" = 30'

**SAINTE MARGARET MERCY HEALTHCARE CENTER INC.**

U.S. ROUTE 30 (JOLIET STREET) DYER, INDIANA  
MARCH 28, 2007



EXHIBIT G

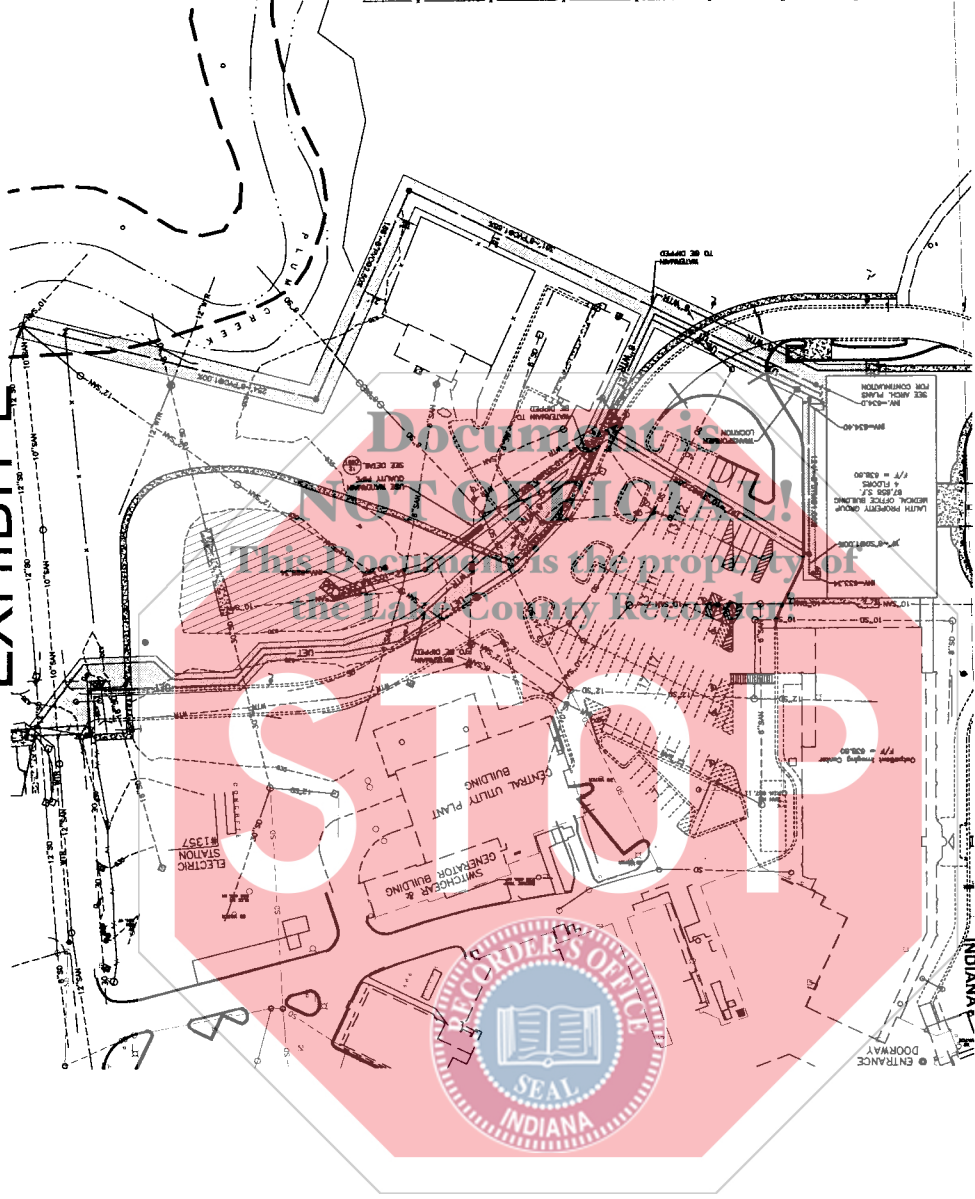
Location of Utilities







# EXHIBIT E



Walking Path - Not field surveyed or located, for representative purposes only.

Utilities



Scale: 1" = 100'

SAINT MARGARET MERCY HEALTHCARE CENTER INC.

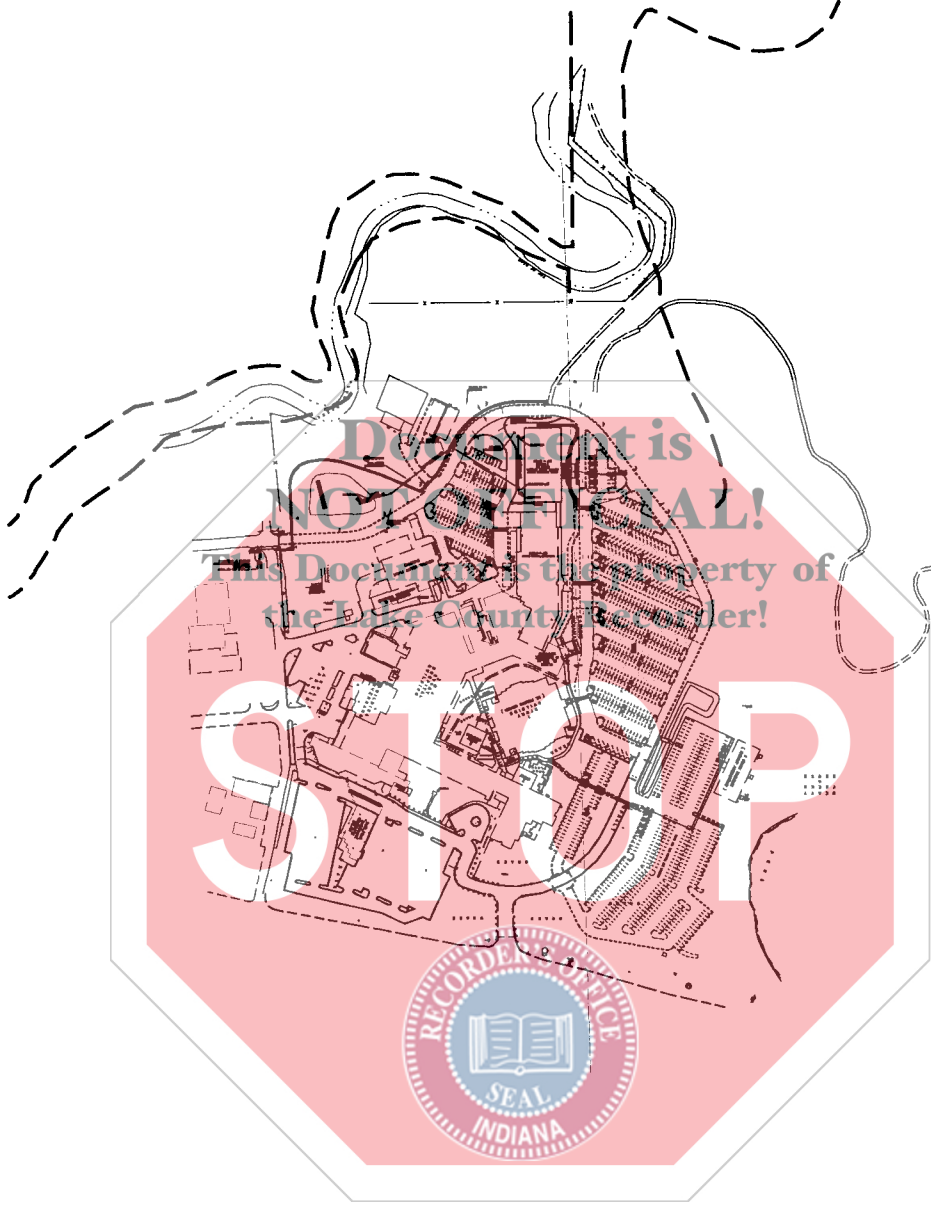
U.S. ROUTE 30 (JOLIET STREET) DYER, INDIANA

MARCH 22, 2007





# EXHIBIT D



Campus Parking  
Walking Path - Not field surveyed or located; for representative purposes only.



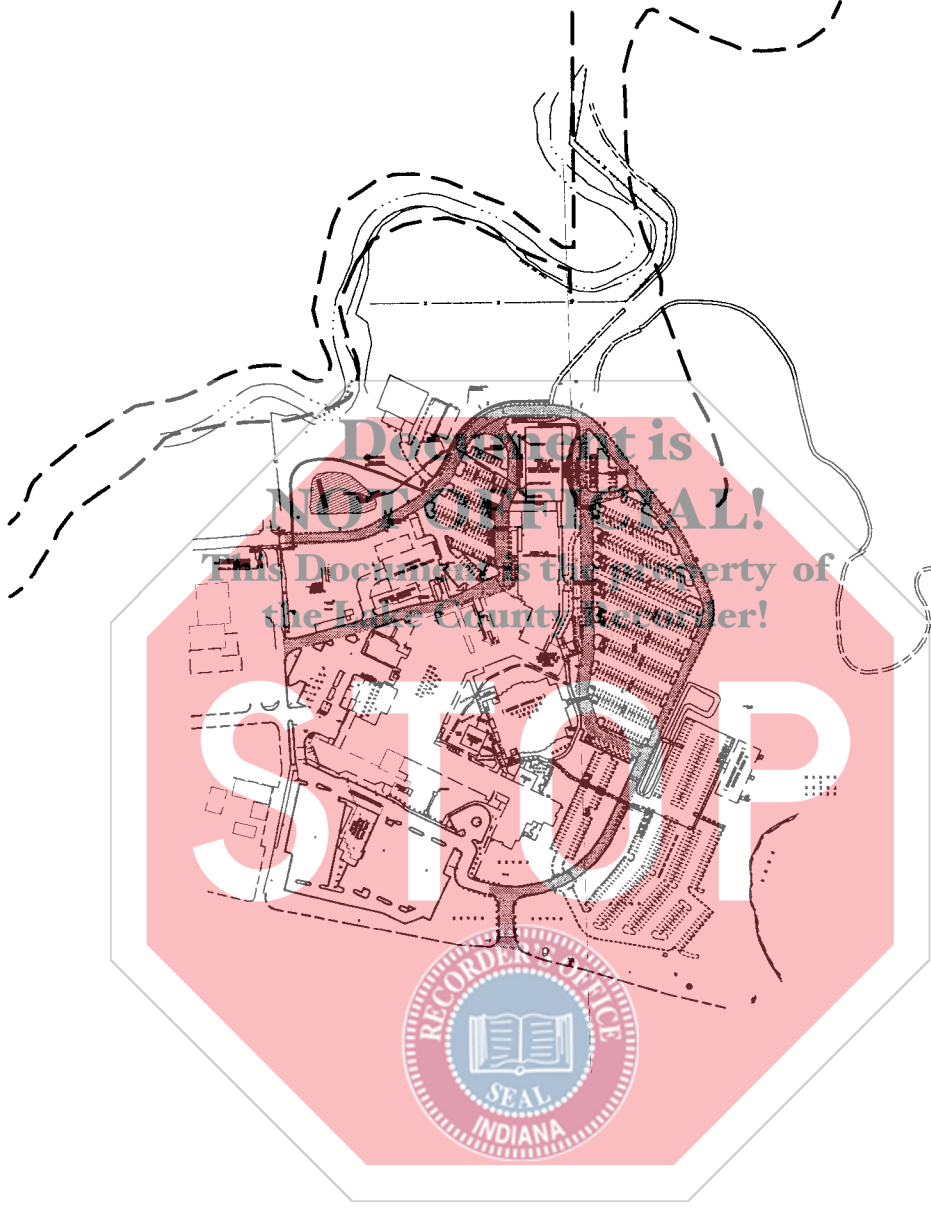
SAINT MARGARET MERCY HEALTHCARE CENTER INC.

Scale: 1" = 300'

U.S. ROUTE 30 (JOLIET STREET) DYER, INDIANA  
MARCH 13, 2007



# EXHIBIT C

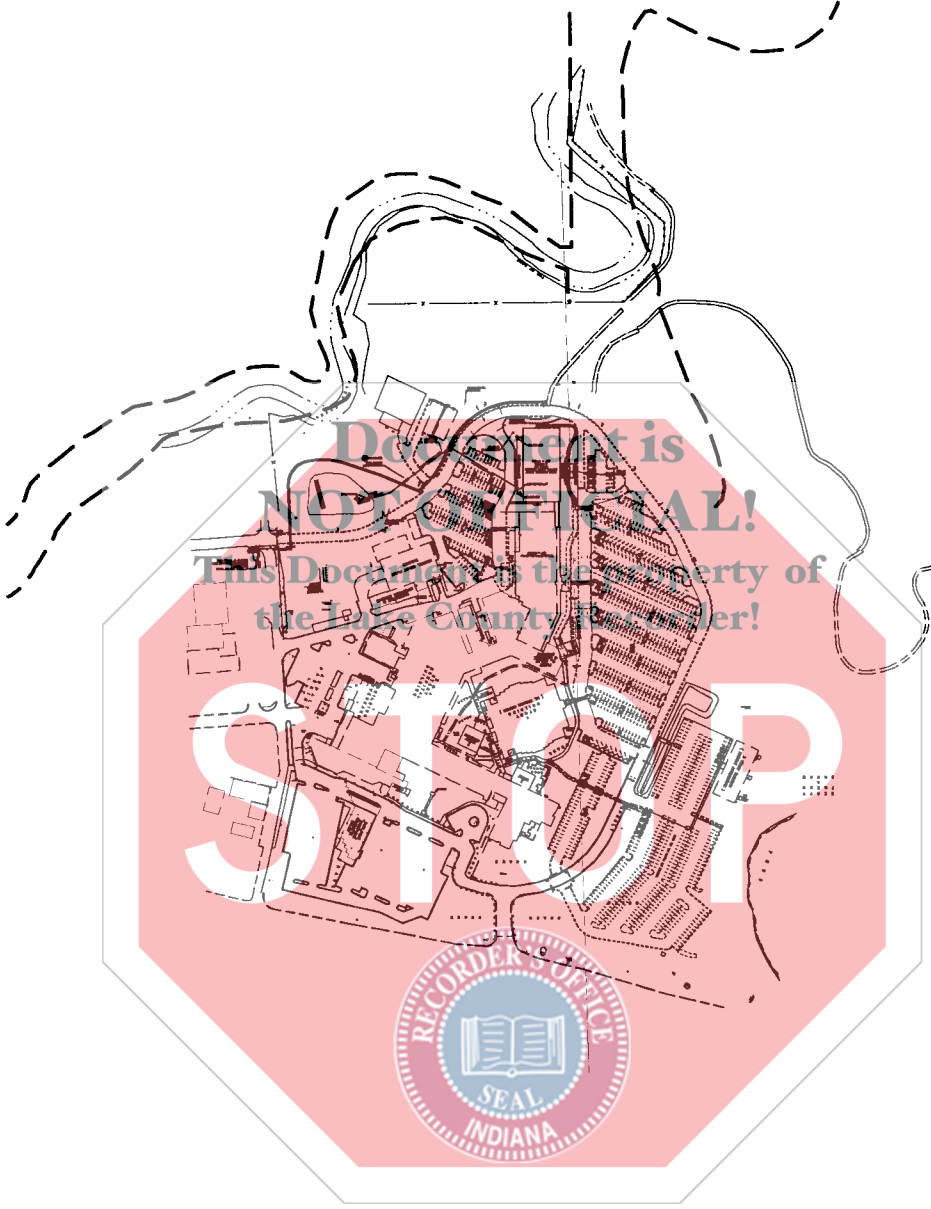


- Access Drives
- Detention
- Walking Path - Not field surveyed or located; for representative purposes only.



**SAINT MARGARET MERCY HEALTHCARE CENTER INC.** Scale: 1" = 300'  
U.S. ROUTE 30 (JOLIET STREET) DYER, INDIANA  
MARCH 13, 2007

# EXHIBIT B



Campus Parking  
Walking Path - Not field surveyed or located, for representative purposes only.



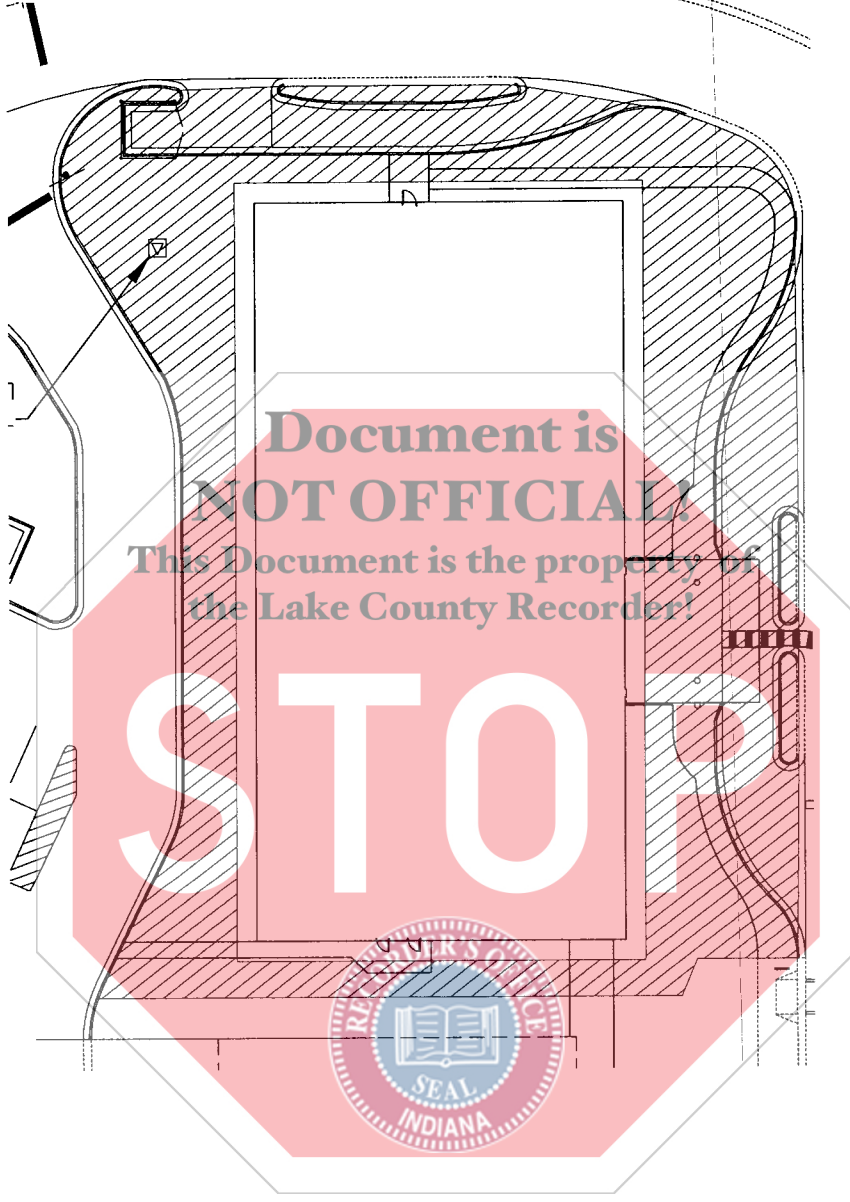
**SAINT MARGARET MERCY HEALTHCARE CENTER INC.**

Scale: 1" = 300'

U.S. ROUTE 30 (JOLIET STREET) DYER, INDIANA  
MARCH 22, 2007



# EXHIBIT F



Encroachment Area



SAINT MARGARET MERCY HEALTHCARE CENTER INC.

Scale: 1" = 30'

U.S. ROUTE 30 (JOLIET STREET) DYER, INDIANA  
MARCH 28, 2007

