

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement ("Agreement") is made as of this 18th day of July, 2016, by and among ST. GEORGE CORPORATION, ST. GEORGE WELLNESS CENTER and PALOS COMMUNITY HOSPITAL, each an Illinois not-for-profit corporation (collectively referred to hereinafter as "ST. GEORGE") and the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois home rule municipal corporation ("VILLAGE").

WHEREAS, ST. GEORGE is the fee simple owner of the real property containing in the aggregate approximately 8.3 acres of land area and is legally described as follows:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 WITH THE WEST RIGHT-OF-WAY LINE OF WEST AVENUE PER DOCUMENT 87255318; THENCE SOUTH 88 DEGREES 33 MINUTES 21 SECONDS WEST ALONG SAID SOUTH LINE 724.41 FEET; THENCE NORTH 07 DEGREES 55 MINUTES 48 SECONDS EAST 454.53 FEET; THENCE NORTH 04 DEGREES 54 MINUTES 30 SECONDS WEST 60.55 FEET; THENCE NORTH 79 DEGREES 28 MINUTES 38 SECONDS EAST 100.62 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 476.50 FEET, AN ARC DISTANCE OF 72.77 FEET; THENCE NORTH 88 DEGREES 13 MINUTES 37 SECONDS EAST 151.75 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 240.00 FEET, AN ARC DISTANCE OF 51.39 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 285.54 FEET, AN ARC DISTANCE OF 175.00 FEET; THENCE NORTH 65 DEGREES 01 MINUTE 44 SECONDS EAST 46.67 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 139.50 FEET, AN ARC DISTANCE OF 56.59 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 24.50 FEET, AN ARC DISTANCE OF 7.03 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 01 DEGREE 46 MINUTES 23 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE 572.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(“Parcel 1”); and

WHEREAS, Parcel 1 is located to the south of PALOS COMMUNITY HOSPITAL’s Orland Park campus at 153rd Street and West Avenue; and

WHEREAS, Parcel 1 is improved with a two story fitness center (the “Fitness Center”) containing approximately 78,000 sq. ft. that includes an aquatic area, a lap pool, a warm water therapy pool, indoor track, spa, and café (collectively, the “Parcel 1 Improvements”). The

Parcel 1 Improvements were constructed by ST. GEORGE at a cost of approximately \$17,000,000 and have a current replacement cost value of approximately \$20,000,000; and

WHEREAS, the Parcel 1 Improvements have been suitably outfitted with state of the art exercise equipment, furniture, supplies and related personal property used in connection with the operation of the Fitness Center (collectively, the "Fitness Center Personal Property"). The Fitness Center Personal Property includes all exercise equipment, as well as all other furniture, fixtures, appliances, equipment, carpeting, window coverings and building components more fully listed and described in EXHIBIT 1 attached hereto. The Fitness Center Personal Property has a value of approximately \$1,500,000.

WHEREAS, the VILLAGE is the fee simple owner of the real property containing in the aggregate approximately 6.74 acres of land area and is legally described as follows:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 153rd STREET PER DOCUMENT 95071098 WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE SOUTH 01 DEGREE 46 MINUTES 18 SECONDS EAST ALONG SAID EAST LINE 1051.66 FEET; THENCE NORTH 57 DEGREES 06 MINUTES 44 SECONDS WEST 242.38 FEET; THENCE NORTH 01 DEGREE 46 MINUTES 18 SECONDS WEST 132.42 FEET; THENCE NORTH 51 DEGREES 45 MINUTES 40 SECONDS WEST 190.59 FEET; THENCE NORTH 03 DEGREES 49 MINUTES 03 SECONDS EAST 667.91 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 87 DEGREES 59 MINUTES 49 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 281.02 FEET TO THE POINT OF BEGINNING, CONTAINING 279,656 SQUARE FEET OR 6.4200 ACRES, MORE OR LESS.

ALSO

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 153rd STREET PER DOCUMENT 95071098 WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE SOUTH 01 DEGREE 46 MINUTES 18 SECONDS EAST ALONG SAID EAST LINE 1051.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 34 MINUTES 40 SECONDS EAST 200.45 FEET; THENCE SOUTH 01 DEGREE 38 MINUTES 38 SECONDS EAST 137.15 FEET; THENCE NORTH 57 DEGREES 06 MINUTES 44 SECONDS EAST 243.31 FEET TO THE POINT OF BEGINNING, CONTAINING 13,745 SQUARE FEET OR 0.3155 ACRES, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

("Parcel 2"); and

WHEREAS, Parcel 2 is vacant and unimproved real estate and has a fair market value of approximately \$640,000; and

WHEREAS, the VILLAGE owns adjoining lands south and west of Parcel 1 including the VILLAGE's Centennial Park (collectively, the "VILLAGE's Adjoining Land"; and

WHEREAS, ST. GEORGE also owns lands adjoining Parcel 1 and Parcel 2 which consists of approximately 36 acres and which is currently improved with medical office buildings and parking lot and is legally described as follows:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN, EXCEPT A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 200 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 200 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID 200 FEET TO THE PLACE OF BEGINNING; ALSO EXCEPTING THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 16 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SECTION 16 AND THE SOUTH RIGHT OF WAY LINE OF 153RD STREET, ACCORDING TO DOCUMENT NO. 87255318 RECORDED MAY 12, 1987; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID 153RD STREET HAVING AN ILLINOIS EAST ZONE GRID BEARING OF NORTH 88 DEGREES 01 MINUTE 35 SECONDS EAST, A DISTANCE OF 868.00 FEET; THENCE SOUTH 01 DEGREE 46 MINUTES 14 SECONDS EAST, 10.00 FEET TO A POINT ON A LINE 60.00 FEET SOUTH OF, MEASURED PERPENDICULAR TO AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 01 MINUTE 35 SECONDS WEST, 595.25 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 01 DEGREE 46 MINUTES 14 SECONDS EAST, 5.00 FEET TO A POINT 65.00 FEET SOUTH OF, MEASURED PERPENDICULAR TO AND PARALLEL WITH SAID NORTH LINE; THENCE SOUTH 88 DEGREES 01 MINUTE 35 SECONDS WEST, 272.75 FEET ALONG SAID PARALLEL LINE TO A POINT ON SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER; THENCE NORTH 01 DEGREE 46 MINUTES 14 SECONDS, WEST, 15.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 27-16-103-005 and 27-16-103-004

("Parcel 3"); and

WHEREAS, ST. GEORGE intends to further develop and improve Parcel 3 in accordance with a Development Agreement between the VILLAGE and ST. GEORGE of even date herewith (the “Development Agreement”) which is attached hereto as EXHIBIT 2; and

WHEREAS, the VILLAGE’s Adjoining Land, Parcel 1, Parcel 2 and Parcel 3 are collectively referred to herein as the “Campus”; and

WHEREAS, the VILLAGE and ST. GEORGE (collectively the “Parties”) believing that the exchange of their respective properties, including the Improvements located thereon and the Fitness Center Personal Property located therein under the terms and conditions set forth herein will be of great benefit to the VILLAGE and to the whole southwest suburban area.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DEFINITIONS. Parcel 1 and Parcel 2 are sometimes individually referred to hereinafter as the “Exchange Property” or collectively as the “Exchange Properties.”

A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as “Grantor Party” and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as “Grantee Party.”

2. THE EXCHANGE TERMS. ST. GEORGE and the VILLAGE acknowledge and agree that Parcel 1 and Parcel 2 are not of like kind and are not of equal value. The substantial disparity in value between Parcel 1 on the one hand and Parcel 2 on the other is and will be taken into consideration by the VILLAGE in setting fees and other payments normally paid by a land developer within the VILLAGE all as more fully described in the Development Agreement. The Development Agreement does, among other things, obligate the VILLAGE from and after the Closing to use all reasonable efforts to facilitate and expedite all of ST. GEORGE’s and or its affiliates, successors and assigns plan submissions and permit review approvals in connection with the current development of Parcel 3 and the future development of Parcel 2 by ST. GEORGE, its affiliates, successors and assigns.

At Closing, Grantor Party will execute and deliver a general warranty deed conveying fee simple marketable title to the Exchange Property to Grantee Party. ST. GEORGE shall convey Parcel 1 to the VILLAGE together with any easements or restrictions of record which do not interfere or prevent the VILLAGE from utilizing it as a health and fitness center (as it is currently being used), and for other authorized municipal purposes, but free and clear of all liens, encumbrances and encroachments. VILLAGE shall grant to ST. GEORGE a right of first refusal with respect to the Fitness Center. If at any time during the VILLAGE’s ownership the VILLAGE elects to sell, alien, lease, license, transfer or otherwise convey the Fitness Center, and VILLAGE is willing to accept a bona fide offer from a third party to acquire, lease or license the Fitness Center (any such offer to or from a third party is herein called a “Third Party Offer”), the VILLAGE shall deliver to ST. GEORGE its offer to sell, transfer, lease or license the Fitness Center upon the terms and conditions set forth in the Third Party Offer. ST. GEORGE shall have forty-five (45) days (the “Acceptance Period”) to accept such offer to acquire, lease or

license on the terms and conditions contained in the Third Party Offer. The closing of the sale, transfer, lease or license of the Fitness Center shall occur in accordance with the terms of the Third Party Offer. If ST. GEORGE fails to accept within the Acceptance Period the Third Party Offer, the VILLAGE may sell, transfer, alien, lease, license or convey the Fitness Center to such third party upon the same terms and conditions contained in the Third Party Offer. If no sale, transfer, lease or license to such third party on the same terms set forth in such Third Party Offer is consummated within sixty (60) days after the expiration of the Acceptance Period, the VILLAGE may not sell, transfer, lease or license the Fitness Center to a third party on any terms during the Village's ownership without again first offering the Fitness Center to ST. GEORGE as set forth above.

The VILLAGE shall convey Parcel 2 to ST. GEORGE together with any easements or restrictions of record, but free and clear of all liens, encumbrances and encroachments. ST. GEORGE currently plans to develop Parcel 2 or cause Parcel 2 to be developed at some time in the future in a manner to meet the then current healthcare and related needs of persons residing in the VILLAGE and in the whole southwest suburban area. This development shall be undertaken in accordance with a Development Agreement to be entered into by the VILLAGE and then developer of Parcel 2 (the "Future Development Agreement")

ST. GEORGE acknowledges that Parcel 3 will be used for the expansion, improvement and modernization of the primary care, cancer treatment medical imaging and medical office facilities located at 15300 S. West Avenue, Orland Park, Illinois, and as more fully described in the Development Agreement. This provision shall survive the Closing.

In recognition of the substantial economic benefits being bestowed upon the VILLAGE by ST. GEORGE conveying Parcel 1 and its substantial improvements to the VILLAGE for no monetary consideration, the VILLAGE, in recognition of those substantial economic benefits being bestowed upon the VILLAGE by ST. GEORGE by this transaction, the VILLAGE agrees that the Development Agreement for Parcel 2 and the Future Development Agreement for Parcel 1 shall:

- a. Waive the payment of any so called Fair Share Exaction Fees.
- b. Waive the payment of not more than two (2) water supply connection fees, if such connections are sought by ST. GEORGE.
- c. Waive the mitigation fees imposed upon a developer by VILLAGE Code for tree removal if trees cannot be planted on the site.
- d. Waive the reimbursement of any fees and expenses incurred by the VILLAGE in the preparation and review of this Agreement, the Tower Lease, the Physical Therapy Occupational Therapy services lease, the Development Agreement and any ordinances, letters of credit, plans, easements, or other documents related to Parcel 2 and Parcel 3. This shall include, but is not limited to engineering services, attorneys' fees, and miscellaneous VILLAGE expenses such as legal publications, recording fees, and copying expenses.

- e. ST. GEORGE shall pay any building permit fees imposed in accordance with the VILLAGE Code.
- f. ST. GEORGE shall bear the cost to determine that the water tower has the structural capacity of accommodate ST. GEORGE's micro waive antenna or antennas.

In addition, ST. GEORGE shall transfer and assign to the VILLAGE the Fitness Center Personal Property. The Fitness Center Personal Property shall be conveyed to the VILLAGE without warranty and in its "AS IS, WHERE IS" condition

3. DEDICATIONS AND EASEMENTS. After the date of this Agreement, but prior to Closing, Grantor Party shall not dedicate, gift, transfer, mortgage or convey any interest in Grantor Party's Exchange Property without written consent from Grantee Party, which may be withheld for any reason. The Parties hereby agree to grant each other cross access easements over the private drives and roadways as necessary to allow for vehicular and pedestrian access to the Exchange Properties. The agreement to grant such cross access easements shall be in substantially the form as is attached hereto as EXHIBIT 3. Additionally, prior to the closing as provided for in Paragraph 8 hereof, ST. GEORGE shall grant to the VILLAGE a temporary construction and road access easement over and across Parcel 1 as more fully depicted on EXHIBIT 4 to allow for (a) construction of a second access point from West Avenue at the south side of the Fitness Center, (b) the VILLAGE to be able to reconfigure the Fitness Center parking lot after ST. GEORGE has completed the "ring road" and c) employee access to the Fitness Center. The cost of constructing the second access point and reconfiguration of the Fitness Center parking lot shall be borne by the VILLAGE.

4. TESTS. The VILLAGE and ST. GEORGE shall each have the right for thirty (30) days after the date of this Agreement, at each party's own expense, to undertake an environmental audit (including a Phase 1 Environmental Site Assessment), professional floodplain and wetlands analysis, grading and soil tests and such other customary testing (collectively "Tests") on the Exchange Property each party is to receive. The Grantor Party shall, upon the execution of this Agreement, promptly furnish to the Grantee Party, any and all documents or reports which each party has in its possession which cover all or any portion of the Exchange Property to be conveyed with regard to any previous Tests. Grantor Party shall allow Grantee Party and its representatives and agents reasonable access onto the Exchange Property to conduct such Tests. Grantee Party agrees to indemnify, defend and hold Grantor Party harmless against all claims for injuries to persons on or damage to the Exchange Property caused by the Grantee Party and its agents, or caused by the Tests. Grantee Party shall have thirty (30) days after the date of this Agreement to notify Grantor Party, in writing, that a licensed professional has reviewed the results of the Tests and has determined and concluded that the Exchange Property to be received is not conducive or suitable for Grantee Party's intended uses based upon the Tests. If the Exchange Property is subject to wetlands protection and/or not suitable for Grantee Party's intended use of the Exchange Property, Grantee Party will furnish Grantor Party with a certified copy of the professional's determination and copies of any relevant tests and conclusion that the Exchange Property is unsuitable. In the event Grantee Party notifies Grantor Party of the above within such thirty (30) day period, Grantee Party shall have ten (10) days from

the date of notice of the test results to declare this Agreement null and void and if this option is exercised, then the Parties shall have no further obligations under this Agreement.

Notwithstanding the above, The VILLAGE shall be responsible for obtaining and shall pay the cost of a professional wetlands delineation with respect to the Exchange Properties, and if it has not done so, for the entire Campus.. In the event said professional delineation determines and concludes that Exchange Properties, Parcel 3 or the entire Campus may be subject to wetlands protection under federal or state laws or regulations (including the Metropolitan Water Reclamation District of Greater Chicago), all wetland mitigation to the extent approved by the U.S. Army Corps of Engineers and the Metropolitan Water Reclamation District of Greater Chicago shall be promptly completed by the VILLAGE after the closing and the cost of wetland mitigation for all affected properties, including Parcels 2 and 3 shall be borne entirely by the VILLAGE.

5. TITLE INSURANCE. Within twenty (20) days after the date of this Agreement, or mutual written extension, Grantee Party shall deliver to Grantor Party a copy of a title insurance commitment (the "Commitment") from First American Title Insurance Company (the "Title Company") bearing an effective date subsequent to the date hereof in favor of Grantee Party for an ALTA Form B owner's title insurance policy insuring marketability of the title to the Exchange Property in the amount of deemed reasonable and necessary by the Grantee Party which commitment shall be accompanied with a copy of all documents referred to in the commitment. with extended coverage of over the five (5) general title exceptions, revealing that the Grantor Party is the owner and titleholder of record and, in addition, all access, ingress and egress and utility easements and rights-of-way. The copy of the Commitment shall be accompanied by a written statement of any objections to Grantor Party's title to the Exchange Property as disclosed by the Commitment. Any matter not objected to by Grantee Party within such twenty (20) day period shall be deemed approved exceptions to title by Grantee Party. Prior to Closing, Grantor Party shall deliver to Grantee Party a written statement of any objections which Grantor Party could not, upon the exercise of due diligence in good faith, cure prior to or concurrent with Grantee Party's acquisition of the Exchange Property. If Grantor Party gives notice to Grantee Party of any objections which cannot be cured, then Grantee Party shall have the option of: (i) waiving such objections and proceeding with this Agreement or (ii) terminating this Agreement, and thereupon this Agreement shall be null and void and neither Grantor Party nor Grantee Party shall have any further obligations hereunder. Grantee Party shall be responsible for the expense of a title insurance policy issued on the Exchange Property to be transferred to the Grantee Party.

6. SURVEYS. The Parties shall cause current surveys of the Exchange Properties dated after the date of this Agreement (herein "Surveys") to be prepared by a registered real estate surveyor, reasonably acceptable to both parties, licensed by the State of Illinois, in accordance with 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys and certified to the title insurance company and the Parties as necessary to satisfy the requirements for title insurance with extended coverage over the five (5)general title exceptions and showing all improvements presently located on the Exchange Properties, including buildings, fences, patios, sidewalks and driveways; all easements of record; building setback lines of record;

measurements of all lot lines and distances thereof to the buildings; and encroachments, if any. The cost of such Surveys shall be borne equally by the Parties.

7. TAXES AND CAPITAL EXPENSES. Real estate taxes on the Parcel 1 Exchange Property prior to the date of Closing up through September 30, 2016, shall be paid by ST. GEORGE in the form of a credit to the VILLAGE at closing. Real estate taxes on the Parcel 1 Exchange Property after September 30, 2016, shall be the responsibility of the VILLAGE which shall file for real estate tax exemption promptly following closing. The taxes assessed and levied upon the Parcel 1 Exchange Property for that portion of 2016 (January 1, 2016 through September 30, 2016) shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law. At the Closing, the Parties shall enter into a tax re-proration agreement (the "Tax Re-Proration Agreement") by which the Parties shall agree to re-prorate the real estate taxes assessed and levied upon the Parcel 1 Exchange Property following receipt of the final real estate tax bill for tax year 2016. The Tax Re-Proration Agreement shall be in substantially the form set forth and made a part hereof as Exhibit 5.

In addition, from and after October 1, 2016, until the closing, the VILLAGE shall be responsible for any and all unbudgeted (in the ST. GEORGE budget) capital maintenance/improvement costs related to the Fitness Center.

8. CLOSING. Closing shall occur on January 2, 2017, or such later date as ST. GEORGE and the VILLAGE may agree. ST. GEORGE shall assign and transfer to the VILLAGE, by a proper Bill of Sale, all of the personal property described in EXHIBIT 1 hereof and, in addition, the Parties shall execute and deliver all necessary documents and certificates to cause fee simple marketable title to be conveyed to the Grantee Party as well as all documents required by the title insurer in order for the title insurer to insure fee simple marketable title in the Grantee Party in accordance with Paragraphs 5 and 6 hereof.

9. RISK OF LOSS. Risk of loss or damage to the Exchange Property shall rest with Grantor Party until the time of delivery of possession.

10. NO REAL ESTATE COMMISSION AND FINDER'S FEE. The Parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement. Each party warrants to the other party that it shall indemnify and hold harmless for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction.

11. CONDITION OF EXCHANGE PROPERTY. Grantor Party acknowledges that its representatives or agents have examined the Exchange Properties prior to entering into this Agreement. This Agreement is based upon Grantee Party's inspection of the Exchange Property and not upon any representation or warranties or conditions by Grantor Party's agents. Grantee Party acknowledges Grantor Party is conveying the Exchange Property on an "as is" basis, except for the warranties and representations as provided in this Agreement and the warranties in the general warranty deed.

12. DEFAULT. Time is agreed to be of the essence. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.

13. NON-FOREIGN STATUS. At the date of Closing, ST. GEORGE shall deliver to the VILLAGE the Certification of Non-Foreign Status duly executed and containing such other information as may be required by Internal Revenue Code Section 1445 and the Regulations issued thereunder.

14. NO ASSIGNMENT. No transfer or assignment of any interest in this Land Exchange Agreement shall be permitted unless agreed upon in writing by all Parties hereto.

15. SEVERABILITY. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. ST. GEORGE and the VILLAGE agree to use their best efforts in cooperation to carry out the intent of this Agreement. This provision shall survive the Closing.

17. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

18. CONSTRUCTION. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

19. ADDITIONAL AGREEMENTS. The Parties further agree that:

a. At the closing, the Parties will enter into a Physical Therapy Occupational Therapy and Rehabilitative Services License Agreement (the "PT/OT License Agreement" in substantially the form as is attached hereto as EXHIBIT 6. The PT/OT License Agreement will grant to ST. GEORGE a license to maintain and operate a physical therapy/occupational facility of approximately FOUR THOUSAND FIVE HUNDRED (4,500) square feet at a mutually agreeable location within the Health and Fitness Center located on Parcel 1. The PT/OT License Agreement shall be for a term of five (5) years. The PT/OT License Agreement shall commence on the Closing Date. The monthly license fee due under the PT/OT License Agreement shall be in the amount of three thousand nine hundred thirty-seven and 50/100 dollars (\$3,937.50) (the "License Fee"). The PT/OT License Agreement shall permit ST. GEORGE to early terminate the

License Agreement upon ninety (90) days' prior written notice to the VILLAGE after the second year of the term of the License Agreement.

b. At the Closing, ST. GEORGE shall provide the VILLAGE with final financial reports as of December 31, 2016, for the Fitness Center located on Parcel 1.

c. At the closing, the Parties will enter into a Tower Lease (the "Tower Lease") in substantially the form as is attached hereto as Exhibit 7 pursuant to which the VILLAGE will grant to ST. GEORGE a twenty (20) year lease to install, maintain and operate an antenna or antennas and related equipment on the VILLAGE's water tower for the transmission and reception of radio communications to be used in furtherance of the healthcare services provided by ST. GEORGE's wholly owned subsidiary corporation, Palos Community Hospital to the VILLAGE's citizens and citizens of surrounding communities. ST. GEORGE shall provide to the VILLAGE satisfactory evidence of the tower's structural ability to accommodate ST. GEORGE's antenna(s) and related equipment. The Tower Lease shall provide for rent payments to the VILLAGE by ST. GEORGE in accordance with tower lease rentals charged by the VILLAGE from time to time to the other tower lessees provided, however, ST. GEORGE shall pay no rent for the first 5 years of the Tower Lease term, but ST. GEORGE shall pay 25% of the VILLAGE's rental charge (established by Village February 1, 2010 policy) for the second 5 years of the term, 50% of the VILLAGE's rental charge for the third 5 years of the term, 75% of the VILLAGE'S rental charge for the fourth 5 years of the term, and 100% of the VILLAGE's rental charge for each and every year thereafter, should the term of the Tower Lease be extended or renewed. The Tower Lease shall provide for the ability of ST. GEORGE to terminate the Tower Lease upon not less than 90 days prior written notice, without penalty.

20. **NON-MERGER.** All representations and warranties made herein are intended to survive Closing and shall not be merged in the deed unless otherwise stated in this Agreement. This Agreement shall not be canceled at Closing.

21. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits hereto, contains the entire agreement of the Parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned Parties. The Recitals of this Agreement are incorporated herein by this reference and made a substantive part of this Agreement.

22. **NOTICE AND DEMANDS.** Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows or at such other address as such Party may specify from time to time by written notice to the other party.

For the VILLAGE:

- a. Daniel J. McLaughlin
Village President
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
- b. John C. Mehalek
Village Clerk
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
- c. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For ST. GEORGE:

Palos Community Hospital
12251 S. 80th Avenue
Palos Heights, Illinois 60463
Attn: Timothy J. Brosnan, Vice President
Planning and Community Relations
- and -
Charles E. Reiter III, Executive Vice President
and System General Counsel

23. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

24. GOVERNING LAW. All aspects of this Agreement shall be governed by the laws of the State of Illinois.

25. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective personal representatives, successors and permitted assigns.

26. **TIME IS OF THE ESSENCE**. The Parties agree time is of the essence under this Agreement.

“VILLAGE”

VILLAGE OF ORLAND PARK,
Cook and Will Counties, Illinois,
an Illinois Home Rule Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

“ST. GEORGE”

ST. GEORGE CORPORATION and
ST. GEORGE WELLNESS CENTER,
Illinois not-for-profit corporations

By: _____
Its: _____

PALOS COMMUNITY HOSPITAL,
an Illinois not-for-profit corporation

By: _____
Its: _____