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J. Douglas Bacon, and when
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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/12/2006 09:45 AM Pg: 1 of 13

J. Douglas Bacon, Esq.
Latham & Watkins LLP
Sears Tower, Suite 5800
233 South Wacker Drive
Chicago, Illinois 60606

WAIVER AND CONSENT

THIS WAIVER AND CONSENT ("Waiver and Consent") is made and entered into as of this 30th day of December, 2005 by and between HEALTH CARE REIT, INC. and HCRI Illinois Properties, LLC (collectively, the "Landlords"), THSC LLC ("Tenant"), NeuroSource Inc. ("Company") and GENERAL ELECTRIC HEALTHCARE FINANCIAL SERVICES ("GEHFS"), GENERAL ELECTRIC COMPANY ("GEC"), and GENERAL ELECTRIC CAPITAL CORPORATION ("GECC" and collectively with GE and GEHFS, "GE").

A. Landlords are owners of the real property commonly known as 4501 North Winchester Avenue, Chicago, Illinois 60640 and more fully described on Exhibit A hereto (the "Premises").

B. Landlords have entered into that certain Master Lease Agreement dated December 20, 2002 (together with all amendments and modifications thereto and waivers thereof, the "Lease") with Tenant, with respect to the Premises.

C. GE has previously entered into a Master Lease Agreement with the Company (the "NeuroSource MLA") whereby the Company leases the Elekta Model C Leksell Gamma Knife (including ancillary equipment used in connection therewith, the "Gamma Knife") from GE, and GE has title to, and/or a security interest in and lien upon, the Gamma Knife. The Gamma Knife and other equipment at the Premises that is either leased from GE or on which GE holds a lien, including the Imaging Equipment defined below, is collectively referred to herein as the "Equipment". The primary documentation pursuant to which the Equipment is either leased from or subject to a lien in favor of GE is referred to herein as the "Equipment Documentation," which term shall include any contract under which GE has any interest in any Equipment, including without limitation documentation referred to in that certain letter of even date from GE to Tenant and Company regarding the repayment of certain obligations.

D. Tenant and Company have previously entered into a Service Agreement dated July 15, 2003 (as amended, the "Service Agreement") where Tenant is authorized to use the Gamma Knife in a specially constructed location within the Premises.

E. GE has previously entered into two Master Lease Agreements with the Tenant (the "THSC MLAs" and together with the NeuroSource MLA, the "MLAs") where the Tenant

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leases certain imaging equipment (the "Imaging Equipment") from GE, and GE has title to, and/or a security interest in and lien upon, the Imaging Equipment.

F. Pursuant to the MLAs, in the event of a default, GE has the right, among other things, to remove the Gamma Knife and the Imaging Equipment from the Premises. Each of Company and Tenant recognize GE's rights under the MLAs and wish to enter into this Waiver and Consent to facilitate GE's ability to remove the Equipment upon a default.

NOW, THEREFORE, in consideration of any financial accommodations extended by GE to the Company and Tenant at any time, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Landlords acknowledge that the Lease is in full force and effect.
2. Landlords will use their reasonable business efforts to provide GE with written notice of any default by the Tenant under the Lease (a "Landlord Default Notice") substantially contemporaneously with any notice provided to Tenant. GE shall have at least 30 days following receipt of such Landlord Default Notice to cure such default, but GE shall not be under any obligation to cure any default by the Tenant under the Lease. If Landlords effectively terminate Tenant's rights of occupancy under the Lease, Landlords shall use their reasonable business efforts to provide GE with written notice of such termination (a "Termination Notice"). No action by GE pursuant to this Waiver and Consent shall be deemed to be an assumption by GE of any obligation under the Lease, and, except as provided in paragraph 9 below, GE shall not have any obligation to Landlords, including any obligation to pay rent or any other charges under the Lease.
3. GE will use its reasonable business efforts to provide Landlords with written notice of any default by Company or Tenant under the Equipment Documentation (a "GE Default Notice") substantially contemporaneously with any notice provided to Company or Tenant. Landlords shall have at least 30 days following receipt of such GE Default Notice to cure such default (the "Cure Period"), but Landlords shall not be under any obligation to cure any default. No action by Landlords pursuant to this Waiver and Consent shall be deemed to be an assumption by Landlords of any obligation under the Equipment Documentation, and, except as provided in paragraph 10, Landlords shall not have any monetary obligation to GE. Landlords may extend the Cure Period provided for herein for up to two additional consecutive 30 day periods provided that Landlords pay GE, prior to the start of each such additional 30 day period, all payments that would first come due under the Equipment Documentation over the next 30 days (but not including then past due amounts); the maximum Cure Period provided hereunder shall be 90 days from the date of receipt of the GE Default Notice.
4. Landlords acknowledge the validity of GE's ownership interests and liens upon the Equipment and, until such time as the obligations of the Company and the Tenant to GE are indefeasibly paid in full, Landlords waive any interest in the Equipment and agree not to distraint or levy upon the Equipment or to assert any landlord lien, right of distraint or other claim against the Equipment for any reason.

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5. Each of Tenant and Company acknowledge the validity of GE's ownership interests and liens upon the Equipment and, until such time as the obligations of the Company and the Tenant to GE are indefeasibly paid in full, each of Tenant and Company acknowledge and agree that any interests either of them have in the Equipment under the Equipment Documentation are junior and subordinate to the rights of GE.

6. Landlords agree that the Equipment shall not be deemed a fixture or part of the real estate but shall at all times be considered personal property.

7. Subject to reasonable notice and reasonable restraints relating to privacy and patient confidentiality concerns, GE and/or its representatives or invitees may enter upon the Premises at any time to inspect, maintain, protect, repossess, remove and/or otherwise deal with the Equipment without any interference by Landlords, Tenant or Company and without any liability of GE to Landlords and/or Tenant, except pursuant to the provisions of paragraph 9 below.

8. Notwithstanding paragraph 7 above, if GE receives a Termination Notice, then GE's rights under paragraph 7 shall be limited such that Landlords will permit GE and its representatives and invitees to enter upon on the Premises to inspect, maintain, protect, repossess, remove and otherwise deal with the Equipment; provided, however, that such period of access and right of removal (the "Disposition Period") shall not exceed up to 270 days following receipt by GE of the then-applicable Termination Notice or, if the Lease has expired by its own terms upon its current expiration date of December, 2017 (the "Expiration Date"), up to 30 days following GE's receipt of written notice of such expiration (which notice shall not be sent prior to the Expiration Date. If any injunction or stay is issued that prohibits GE from removing the Equipment, the commencement of the Disposition Period will be deferred until such injunction or stay is lifted or removed. The Disposition Period shall be extended by the length of any Cure Period afforded to Landlords pursuant to Section 3 hereof. Notwithstanding any provision of the Equipment Documentation, Company and Tenant agree that (i) it shall be an event of default under the Equipment Documentation if the Landlords issue a Termination Notice and (ii) GE shall be entitled to terminate Company's and Tenant's rights under the Equipment Documentation if Tenant's occupancy rights under the Lease are terminated.

9. Except as set forth in this Section 9, GE shall be under no obligation to repair or reimburse Landlords for any physical damage or alteration to the Premises actually caused by or required for the removal of the Equipment by GE or its agents or designees ("Damage"). Notwithstanding the foregoing, as between the Landlords and GE, GE will be solely responsible for the cost of removal ("Removal Costs") of the Equipment (as opposed to the cost of remediating Damage), provided that all parties recognize that Removal Costs and Damage costs will likely be substantial given that GE is entitled to remove the Equipment intact and in operational condition. GE shall use reasonable business efforts to minimize Damage. GE shall pay or promptly reimburse Landlords for the reasonably incurred and reasonably documented cost of repair of Damage up to an amount not to exceed \$100,000 in the aggregate. Nothing herein shall reduce the primary responsibility of Tenant and Company for all Removal Costs and Damage costs under the Equipment Documentation and the Lease, it being agreed and understood that GE's obligations to pay Landlords up to \$100,000 for Damage (i) is solely for Landlords' benefit in the event that Company or Tenant have not paid for such Damage at the

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time of repair of same and (ii) shall in no event increase regardless of the actual cost of repair of Damage and regardless of whether Company or Tenant are able or willing to pay for any Damage. Notwithstanding the foregoing, the \$100,000 limit provided herein shall not apply to Damage costs in excess of \$100,000 that are caused by GE's (or its agent's or designee's) negligence or willful misconduct in the course of the removal of the Equipment. GE shall not be liable for any diminution in value of the Premises caused by the absence of the Equipment, and GE shall not have any duty or obligation to remove or dispose of any other property left on the Premises by Tenant, including any Equipment that GE elects not to remove.

10. Landlords, at their option, provided that Landlords satisfy GE's credit standards for equipment lessees, may assume the obligations of Tenant and/or Company as lessee under some or all of the Equipment Documentation and GE shall accept the performance of Landlords thereunder. Landlords may thereafter assign their rights under any Equipment Documentation they assume to a purchaser or tenant of the Premises upon written notice to GE, provided that (i) any arrearages owed under the subject Equipment Documentation shall be paid in full at the time of Assignment, and (ii) Landlords shall remain jointly and severally liable under the Equipment Documentation so assigned, except as set forth in the following sentence. If GE determines that the purchaser or tenant satisfies GE's credit standards at the time of the assignment for equipment lessees similar to the Equipment Documentation on a stand alone basis, GE shall release Landlords from their obligations under the applicable Equipment Documentation after such assignment. GE shall make such determination within 30 days of Landlords' request, which request shall be made prior to any assignment. In the event of any such assignment, the terms of this Agreement shall remain in full force and effect as to Landlords or any of their successors or assigns that continue to hold any mortgage on, security interest in, or title to the Premises.

11. All notices hereunder shall be in writing, sent by certified mail, return receipt requested or by telecopy, to the respective parties and the addresses set forth on the signature page or at such other address as the receiving party shall designate in writing.

12. This Waiver and Consent may be executed in any number of several counterparts, shall be governed and controlled by, and interpreted under, the laws of the State of Illinois, and shall inure to the benefit of GE and its successors and assigns and shall be binding upon Landlord and its successors and assigns, Tenant and its successors and assigns and Company and its successors and assigns (including any transferees of the Premises). Facsimile or other electronically transmitted signature pages shall be deemed to be an original.

13. This Waiver and Consent supersedes and replaces in its entirety that certain Landlord-Equipment Lessor Nondisturbance Agreement between Health Care REIT, Inc. and GE dated July 24, 2003.

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IN WITNESS WHEREOF, this Waiver and Consent is entered into as of the date first set forth above.

One SeaGate, Suite 1500 P.O. Box 1475
Toledo, Ohio 43603
Attention: _____
Telephone: 419-247-2800
Facsimile: 419-247-2826

HEALTH CARE REIT, INC.

By: Erin C. Deely
Title: ERIN C. DEELY
VICE PRESIDENT - ADMINISTRATION
AND CORPORATE SECRETARY
Its: Duly Authorized Signatory

One SeaGate, Suite 1500 P.O. Box 1475
Toledo, Ohio 43603
Attention: _____
Telephone: 419-247-2800
Facsimile: 419-247-2826

HCRI ILLINOIS PROPERTIES, LLC

By: Health Care REIT, Inc., its sole member

By: Erin C. Deely
Title: ERIN C. DEELY
VICE PRESIDENT - ADMINISTRATION
AND CORPORATE SECRETARY
Its: Duly Authorized Signatory

THSC LLC
515 North State Street, Suite 1700
Chicago, Illinois 60616
Attention: _____
Telephone: _____
Facsimile: _____

THSC LLC

By: _____
Title: _____
Its: Duly Authorized Signatory

NEUROSOURCE, INC.
515 North State Street, Suite 1700
Chicago, Illinois 60616
Attention: _____
Telephone: _____
Facsimile: _____

NEUROSOURCE INC.

By: _____
Title: _____
Its: Duly Authorized Signatory

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this Waiver and Consent is entered into as of the date first set forth above.

HEALTH CARE REIT, INC.

One SeaGate, Suite 1500 P.O. Box 1475
Toledo, Ohio 43603
Attention: _____
Telephone: 419-247-2800
Facsimile: 419-247-2826

By: _____
Title: _____
Its: Duly Authorized Signatory

HCRI ILLINOIS PROPERTIES, LLC

One SeaGate, Suite 1500 P.O. Box 1475
Toledo, Ohio 43603
Attention: _____
Telephone: 419-247-2800
Facsimile: 419-247-2826

By: Health Care REIT, Inc., its sole member
By: _____
Title: _____
Its: Duly Authorized Signatory

THSC LLC

THSC LLC
515 North State Street, Suite 1700
Chicago, Illinois 60610
Attention: _____
Telephone: _____
Facsimile: _____

By: Pat L. Breen
Title: President, NeuroSource
Its: Duly Authorized Signatory Manager, THSC

NEUROSOURCE INC.

NEUROSOURCE, INC.
515 North State Street, Suite 1700
Chicago, Illinois 60610
Attention: _____
Telephone: _____
Facsimile: _____

By: Pat L. Breen
Title: President
Its: Duly Authorized Signatory

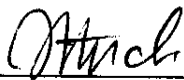
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**GENERAL ELECTRIC HEALTHCARE
FINANCIAL SERVICES**

20225 Watertower Boulevard
Brookfield, Wisconsin 53045
Attention: Joanne Harmon
Telephone: (262) 798-4466
Facsimile: (262) 544-3011


**GENERAL ELECTRIC HEALTHCARE
FINANCIAL SERVICES**

By: 
Title: SVP
Its: Duly Authorized Signatory

GENERAL ELECTRIC COMPANY

20225 Watertower Boulevard
Brookfield, Wisconsin 53045
Attention: Joanne Harmon
Telephone: (262) 798-4466
Facsimile: (262) 544-3011


GENERAL ELECTRIC COMPANY

By: 
Title: SVP
Its: Duly Authorized Signatory

**GENERAL ELECTRIC CAPITAL
CORPORATION**

20225 Watertower Boulevard
Brookfield, Wisconsin 53045
Attention: Joanne Harmon
Telephone: (262) 798-4466
Facsimile: (262) 544-3011

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 
Title: SVP
Its: Duly Authorized Signatory

Property of Cook County Clerk's Office

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STATE OF OHIO)
) SS
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by ERIN C. IBELE, the VICE PRESIDENT - ADMINISTRATION AND CORPORATE SECRETARY of Health Care REIT, Inc., a Delaware corporation, on behalf of the corporation.

Rita J. Rogge
Notary Public

My Commission Expires: _____

STATE OF OHIO)
) SS
COUNTY OF LUCAS)



RITA J. ROGGE
Notary Public, State of Ohio
My Commission Expires 08-26-2010

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by ERIN C. IBELE, the VICE PRESIDENT - ADMINISTRATION AND CORPORATE SECRETARY of Health Care REIT, Inc., a Delaware corporation, the sole member of HCRI Illinois Properties, LLC, a Delaware limited liability company, on behalf of the company.

Rita J. Rogge
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



RITA J. ROGGE
Notary Public, State of Ohio
My Commission Expires 08-26-2010

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by _____, the _____ of THSC LLC, an Illinois limited liability company, on behalf of the company.

Notary Public

My Commission Expires: _____

UNOFFICIAL COPY

STATE OF OHIO)
) SS
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by _____, the _____ of Health Care REIT, Inc., a Delaware corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____

STATE OF OHIO)
) SS
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by _____, the _____ of Health Care REIT, Inc., a Delaware corporation, the sole member of HCRI Illinois Properties, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

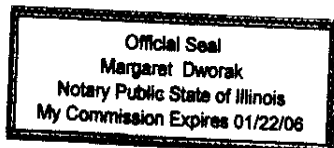
My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by PETER BREEN, the MANAGER of THSC LLC, an Illinois limited liability company, on behalf of the company.

Margaret Dworak
Notary Public

My Commission Expires: 1/22/06



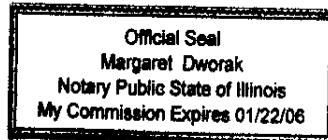
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by PETER BREEN, the PRESIDENT of Neurosource, Inc., on behalf of the corporation.

Margaret Dworak
Notary Public

My Commission Expires: 1/22/06



STATE OF WISCONSIN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by _____, the _____ of GE Healthcare Financial Services, Inc., on behalf of the corporation.

Notary Public

My Commission Expires: _____

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by _____, the _____ of General Electric Company, on behalf of the company.

Notary Public

My Commission Expires: _____

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

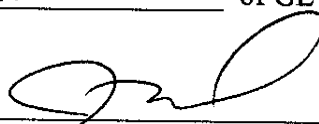
The foregoing instrument was acknowledged before me this 30th day of December, 2005 by _____, the _____ of Neurosource, Inc., on behalf of the corporation.

Notary Public

My Commission Expires: _____

STATE OF WISCONSIN)
) SS
COUNTY OF Waukesha)

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by Jon Stank, the SVP of GE Healthcare Financial Services, Inc., on behalf of the corporation.

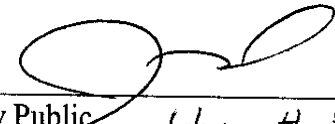


Notary Public John H. Fuszard

My Commission Expires: June 4, 2006

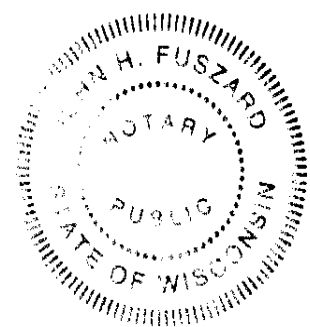
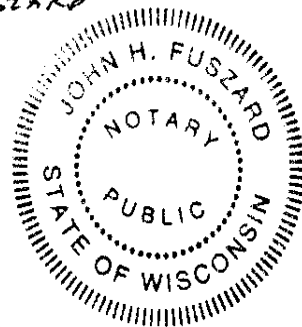
STATE OF WISCONSIN)
) SS
COUNTY OF Waukesha)

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by Jon Stank, the SVP of General Electric Company, on behalf of the company.



Notary Public John H. Fuszard

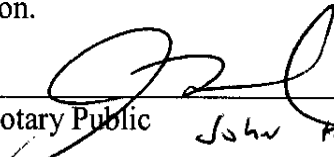
My Commission Expires: June 4, 2006



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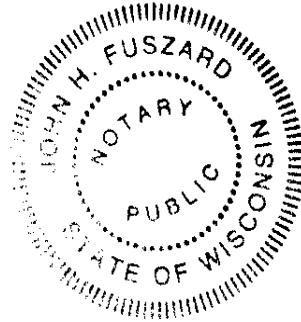
STATE OF WISCONSIN)
) SS
COUNTY OF Waukesha)

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by Jon Storck, the SVP of General Electric Capital Corporation. on behalf of the corporation.



Notary Public John H. Fuszard

My Commission Expires: June 4, 2006



Property of Cook County Clerk's Office

UNOFFICIAL COPY**LEGAL DESCRIPTION****SPECIALTY CARE PAVILION
and
SCP ANNEX**

Lots 1, 2 and 3 of Samuel Brown Jr.'s Subdivision of Lots 13 and 14 in Block 14 in Ravenswood being a Subdivision of part of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 18, and part of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with Lots 1 and 2 in Felix Candia's Resubdivision of Lot 15 in Block 14 in Ravenswood aforesaid, together with part of Lots 16, 17, 18, 19 and 20 and part of vacated North Winchester Avenue adjoining Lots 17 and 18 in Block 14 in Ravenswood aforesaid taken as a tract described as follows: beginning at the Southeast corner of said tract; thence North 00°07'32" West along the East line of said tract 351.45 feet to easterly extension of the north face of a one story brick building; thence North 89°58'54" West along said extension and the north face of said building 104.35 feet to the west face of said one story brick; thence South 00°07'01" East 107.40 feet; thence South 89°46'32" West 48.08 feet; thence North 00°01'39" East 25.42 feet; thence South 89°44'43" West 54.88 feet; thence South 00°00'17" West 76.94 feet; thence South 89°59'43" East 55.03 feet to the East line of North Winchester Avenue; thence South 00°07'32" East along said East line 192.13 feet to the Southwest corner of Lot 1 of Samuel Brown Jr.'s Subdivision aforesaid; thence North 90°00'00" East along the South line of Lots 1, 2 and 3 in Samuel Brown Jr.'s Subdivision aforesaid 152.39 feet to the point of beginning, (except therefrom that part thereof lying above a horizontal plane having an elevation of 44.55 Chicago City Datum and lying within its horizontal boundary projected vertically and described as follows: commencing at the Southeast corner of said tract; thence North 00°07'32" West along the East line of said tract 246.45 feet to the point of beginning; thence North 00°07'32" West along the East line of said tract 105.00 feet to easterly extension of the north face of a one story brick building; thence North 89°58'54" West along said extension and the north face of said building 104.35 feet to the west face of said one story brick; thence South 00°07'01" East 105.44 feet; thence South 89°46'32" East 104.36 feet to the point of beginning), in Cook County, Illinois.

P.I.N. Nos.: 14-18-213-003-0000
14-18-213-004-0000
14-18-213-005-0000
14-18-213-006-0000
14-18-213-007-0000

EXHIBIT A