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97643852

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COOK COUNTY RECORDER

1778

7/30

Space Above This Line for Recorder's Use

MANAGER'S CONSENT AND SUBORDINATION OF MANAGEMENT AGREEMENT

by and among
DOCTORS HOSPITAL OF HYDE PARK, INC.
an Illinois corporation
having an address at
c/o Medical Management of America, Inc.
980 North Michigan Avenue
Suite 1665
Chicago, Illinois 60611
(as Operator)

MEDICAL MANAGEMENT OF AMERICA, INC.
a Delaware corporation
having an address at
980 North Michigan Avenue
Suite 1665
Chicago, Illinois 60611
(as Manager)

Lawyers Title Insurance Corporation

to Lawyers Title Insurance Corporation

97-05740

NOMURA ASSET CAPITAL CORPORATION
having an address at
Two World Financial Center
Building B
New York, New York 10281-1195
(as Lender)

Property: Doctors Hospital of Hyde Park
Chicago, Illinois

Address 5800 Stony Island Ave

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MANAGER'S CONSENT AND SUBORDINATION OF MANAGEMENT AGREEMENT

THIS MANAGER'S CONSENT AND SUBORDINATION OF MANAGEMENT AGREEMENT (this "Agreement") dated as of August 28 1997 is by and among MEDICAL MANAGEMENT OF AMERICA, INC., a Delaware corporation having an office at 980 North Michigan Avenue, Suite 1665, Chicago, Illinois 60611 Attention: James Desnick, Telefax Number (312) 337-9003, ("Manager"), DOCTORS HOSPITAL OF HYDE PARK, INC., an Illinois corporation, having an office at c/o Medical Management of America Inc., 980 North Michigan Avenue, Suite 1665, Chicago, Illinois 60611 Attention: James Desnick, Telefax Number (312) 337-9003, ("Operator") and NOMURA ASSET CAPITAL CORPORATION, a Delaware corporation, having an office at Two World Financial Center, Building B, New York, New York 10281-1195, Attention: Raymond Anthony, Telefax Number (212) 667-1095 (together with its successors and assigns, "Lender").

RECITALS:

A. HPCH, LLC, (Delaware limited liability company ("Borrower") is the owner of a fee simple interest in and to the improved real property described on Exhibit A attached hereto (the "Facility") (together with all easements, improvements, rights of way and other property rights appurtenant thereto and all Equipment attached to located at or otherwise used in connection with the foregoing, collectively, the "Mortgaged Property");

B. Pursuant to that certain Loan Agreement dated as of the date hereof by and between Lender and Borrower (said Loan Agreement, as modified and supplemented and in effect from time to time, the "Loan Agreement"), which Loan Agreement provides for a loan (the "Loan") to be made by Lender to the Borrower. The Loan is to be evidenced by, and repayable with interest thereon, Default Rate interest, Late Charges, and Yield Maintenance Premium, if any, in accordance with, a promissory note executed and delivered by Borrower and payable to the order of Lender (Borrower's note, as modified and supplemented and in effect from time to time, the "Note");

C. Borrower has also executed and delivered a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof from Borrower, as mortgagor, to Lender, as mortgagee (in its original form and as hereafter amended, the "Mortgage"), establishing a first priority lien on the Mortgaged Property to secure the payment and performance of the Note and the other Loan Documents. The Mortgage has been or will be recorded in the County in which the Facility is located;

D. Operator leases the Facility from Borrower, operates the business conducted at the Facility and has agreed to pledge certain collateral to Lender to secure

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Operator's obligations under that certain Guaranty and Suretyship Agreement of even date herewith from the Operator to Lender;

E. Manager manages the Mortgaged Property pursuant to that certain Management Agreement attached hereto as Exhibit B between Operator and Manager (the "Management Agreement");

F. Pursuant to an Assignment of Management Agreement and Agreements Affecting Real Estate, of even date herewith (as modified and supplemented and in effect from time to time, the "Borrower's Assignment"), Borrower has irrevocably and absolutely assigned all of its rights, title and interests, if any, in, to and under the Management Agreement to Lender. Pursuant to an Assignment of Management Agreement and Agreements Affecting Real Estate of even date herewith (as modified and supplemented and in effect from time to time, the "Operator's Assignment"; the Borrower's Assignment and the Operator's Assignment are referred to herein collectively as the "Assignments"), Operator has irrevocably assigned all of its rights, title and interests in, to and under the Management Agreement to Lender and Lender has granted Borrower and Operator, as applicable, a license to exercise each of their respective rights under the Management Agreement until revocation thereof in accordance with each of the Assignments; and

G. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, to induce Lender to make the Loan to Borrower with respect to the Mortgaged Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Acknowledgment of Assignments. Manager acknowledges that each of Borrower and Operator, pursuant to the Assignments has assigned and pledged all of their respective rights, title and interests in, to and under the Management Agreement to Lender and Manager agrees that all of the covenants and agreements made by Manager in the Management Agreement are also for the benefit of Lender. Manager acknowledges the express terms of the Assignments and agrees that it will not take any action which is materially inconsistent with the assignment by Borrower and Operator of their respective rights, title and interests in and under the Management Agreement.

2. Representations of Manager. Manager warrants and represents to Lender the following:

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(a) Manager acts as Manager of the Facility pursuant to the Management Agreement. The Management Agreement is in full force and effect, and constitutes the entire agreement with respect to the management of the Facility between Manager and Operator and has not been assigned, modified, amended, or supplemented. A true, correct and complete copy of the Management Agreement is attached hereto as Exhibit B.

(b) The Management Agreement constitutes the legal, valid and binding obligation of Manager, enforceable against Manager in accordance with its terms, subject to general principles of equity and laws affecting the rights and remedies of debtors and creditors generally. Manager has full authority under all applicable state and local laws and regulations to perform all of its obligations under the Management Agreement.

(c) Operator is not in default in the performance of the terms and provisions of the Management Agreement, nor is there now any condition which, with the giving of notice or lapse of time, or both, could become a default.

(d) Manager is not in default under any of the terms and provisions of the Management Agreement, nor is there now any condition which, with the giving of notice or lapse of time, or both, could become a default. No claim or dispute exists among or between Borrower, Operator and Manager with respect to the Management Agreement.

(e) Manager does not have any option or preferential right to purchase all or any part of, and does not have any right, title or interest with respect to the Facility other than as manager under the Management Agreement.

(f) All Permits required by applicable law or necessary for the use and operation of the Facility as currently operated have been obtained and such Permits are in full force and effect.

(g) There are no contracts, agreements or commitments among or between Borrower, Operator and Manager in respect of the Management Agreement or the management of the Facility, except as provided in the Management Agreement.

(h) The Manager has not assigned or encumbered its interest under the Management Agreement.

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3. Manager's Covenants. For so long as the Facility is encumbered by the Mortgage, Manager hereby consents and agrees to each and every one of the following covenants and agreements for the benefit of Lender:

(a) No Termination of Management Agreement; Transfer of Operating Accounts. Manager will not terminate the Management Agreement without first providing Lender, at the same time it provides notice to Borrower and/or Operator, with copies of all notices required to be delivered in connection with such termination pursuant to the Management Agreement and, in any event, the Manager will not terminate its management of all or any portion of the Facility without first providing the Lender with at least thirty (30) days prior written notice. In the event that the Management Agreement is terminated for any reason whatsoever, if there is an Event of Default by Borrower then outstanding under the Loan Documents, Manager shall promptly assign and transfer all accounts and money with respect to the Facility and the Permits (to the extent assignable) to such party as Lender may designate in its sole and absolute discretion and shall use its best efforts to cooperate with Lender in all other respects.

(b) Subordination of the Management Agreement to Lien of Mortgage. Any and all liens, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under applicable law, and whether recorded or unrecorded) owned, claimed or held, or to be owned, claimed or held, by Manager in and to the Mortgaged Property, are and shall be in all respects subordinate and inferior to the liens and security interests (i) created or to be created for the benefit of Lender, its successors and assigns, and securing the repayment of the Note and the obligations of the Borrower and the Operator under the Loan Documents, and including, without limitation, those created under and by virtue of the Mortgage covering, among other things, the Mortgaged Property, and (ii) filed or to be filed of record for the benefit of Lender, its successors and assigns, in the public records maintained for the recording of mortgages or deeds of trust in the county and state in which the Facility is located, and all renewals and extensions thereof. The foregoing subordination of all liens, rights and interests by Manager shall not affect Manager's rights or remedies under the Management Agreement against Operator for non-payment of fees or constitute a release of the obligations of Operator.

(c) Lender's Right to Terminate. Upon the occurrence of an Event of Default under the Loan Agreement, Manager, at the request of Lender, shall continue performance, on behalf of Lender, of all of Manager's obligations under the terms of the Management Agreement; provided that Lender sends to Manager the notice set forth in Section 3(i) hereof and performs or causes to be performed the obligations of Operator to

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Manager under the Management Agreement accruing or arising from and after, and with respect to the period commencing upon, the effective date of such notice. The Management Agreement may be terminated by Lender (whether or not Lender requests that Manager continue performance in accordance with the preceding sentence) upon thirty (30) days prior written notice to Operator and Manager (i) upon the occurrence and continuance of an Event of Default under the Loan Agreement, (ii) if the Manager commits any act which would permit termination by Operator under the Management Agreement or (iii) upon the occurrence of any of the other events set forth in Article 5 of the Loan Agreement. Manager agrees not to look to Lender for payment of any fees unless Lender has engaged Manager directly pursuant to Section 3(i) below. Upon the release of the Mortgaged Property pursuant to the Loan Agreement or the Mortgage, this Agreement shall be of no further force or effect.

(d) No Amendments to the Management Agreement. Manager will not amend, modify, supplement, extend or otherwise change the Management Agreement without the prior written consent of Lender. In the event Manager fails to secure such consent, the Management Agreement, at Lender's election, for the purposes of Manager's obligations to Lender pursuant to this Agreement, shall be deemed not to have been modified by such amendment.

(e) Delivery of Notices, etc., Lender's Right to Cure. Manager shall deliver (promptly upon Manager's receipt of any of the following) to Lender (i) all material notices, statements, information and communications delivered or required to be delivered to Borrower and/or Operator pursuant to the Management Agreement, including, without limitation, any notice of any default by Operator or notice of intention to terminate the Management Agreement, (ii) all material notices from any governmental authorities, regulators, citizens groups or private litigants received by the Manager with respect to any portion of the Mortgaged Property, (iii) notice of the occurrence of any of the following events within one (1) day after Manager knows of such occurrence (A) the filing, or the written threat of filing, of any mechanics' or materialmen's lien materially affecting the Mortgaged Property, (B) any breach of contract by any contractor, subcontractor, service company, material supplier, or tenant which, in the reasonable opinion of the Manager, is of material significance, (C) any labor dispute or work stoppage of a material nature involving any contractor or subcontractor on the Mortgaged Property, (D) any rejection of any material item of work by any building inspector, authorized governmental authority or public utility which results in total, substantial or prolonged (i.e., more than three (3) work days') work stoppage, (E) any material casualty loss, (F) receipt of any notice from any authority having jurisdiction over the Mortgaged Property, or portion thereof, of the violation of any law, statute, rule, ordinance, court

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decision, regulation or Legal Requirement, (G) receipt of any notice from an insurance carrier relating to existing claims covered by insurance policies and/or cancellation or threat of cancellation of any such insurance, (H) receipt of any notice relating in any way to the condemnation of the Mortgaged Property, (I) any event which could materially and adversely affect: (i) the ability of Borrower or Operator to pay any of its respective obligations to any person or entity when due, (ii) the marketability of the title to the Mortgaged Property, (iii) the fair market value of the Mortgaged Property or (iv) the use or operation of the Mortgaged Property. Failure by Manager to provide the notices to Lender in this Section or any other notice required to be delivered to Lender by Manager in this Agreement shall constitute an Event of Default under the Loan Agreement. Lender shall have the option, but not the obligation, to cure any such default(s) by Operator under the Management Agreement within the time periods provided in the Management Agreement for cure of Operator's defaults or, if no time period is specified in the Management Agreement, within thirty (30) days, provided that if such default is not susceptible to cure within thirty (30) days, such cure period shall be extended, provided that Lender is diligently pursuing such cure for such time as may be necessary to complete such cure, such time period to begin, in the event of a cure by Lender, on the date of Lender's actual receipt of such notice which notice shall be in writing. Manager shall accept any performance by Lender of any of Operator's covenants or agreements under the Management Agreement and any cure of Borrower's defaults, as if performed by Operator. If Operator's default is one that cannot be cured by Lender's payment of money and until Lender has obtained possession of the Mortgaged Property from Borrower, then the time period which Lender shall have to cure Operator's default shall be extended by the time necessary for Lender to obtain possession of the Mortgaged Property, provided Lender is diligently pursuing such possession. Notwithstanding the terms of this Section 3(e), Manager may not terminate any of its obligations with respect to all or any portion of the Facility without providing Lender with the notice described in Section 3(a) hereof.

(f) Further Assurances. Manager shall (i) execute such affidavits and certificates as Lender shall reasonably require to further evidence the agreements herein contained, (ii) on request from the Lender, furnish the Lender with copies of such information as the Borrower is entitled to receive under the Management Agreement, and (iii) cooperate with Lender's representatives in any inspection of all or any portion of the Mortgaged Property to the extent Lender is permitted to enter and inspect such Mortgaged Property in accordance with the Mortgage and/or the Loan Agreement.

(g) Acknowledgement of Borrower's Assignment of Leases. Manager acknowledges that, in connection with the Loan, Borrower will execute and deliver to

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Lender the Assignment of Leases, dated as of the date hereof, assigning to Lender, among other things, all of Borrower's right, title and interest in and to the Leases and the Rents relating to the Facility, and any of Borrower's rights in the security deposits thereunder (to the extent permitted by applicable law). Manager hereby agrees that it will perform its duties in a manner to enable Borrower to comply with any and all requirements of the cash management system set forth in the Loan Documents, including but not limited to Section 2.12 of the Loan Agreement, the Cash Collateral Account Agreement and the Collection Account Agreement.

(ii) No Joint Venture. The relationship of Lender to Borrower is one of a creditor to a debtor, and Lender is not a joint venturer or partner of Borrower.

(i) Lender Not Obligated Under Management Agreement. Manager further agrees that nothing herein shall impose upon Lender any obligation for payment or performance in favor of Manager, unless and until Lender notifies Manager in writing that Lender has elected to assert Operator's rights under the Management Agreement and assume Operator's obligations thereunder from and after the effective date of Lender's notice of such election to Manager and Lender has agreed to pay Manager the sums due Manager under the terms of the Management Agreement from and after the effective date of Lender's notice of such election to Manager. Upon such notification by Lender to Manager, Manager shall continue performing its duties on Lender's behalf in accordance with the terms of the Management Agreement. Notwithstanding anything contained herein to the contrary, Manager acknowledges and agrees that Lender shall not be liable for or obligated to perform any obligations of Operator under the Management Agreement (including, without limitation, the payment of any fees due Manager) that accrued or relate to any period prior to Lender's notification of Manager that it has elected to assert Operator's rights under the Management Agreement as set forth above nor shall Lender be liable for any termination fees or charges that may be due Manager under the Management Agreement in connection with or as a result of any default(s) or event(s) of default by Operator thereunder.

(j) Lender's Reliance on Representations. Manager has executed this Agreement for the purpose of inducing Lender to make the Loan and with full knowledge that Lender shall rely upon the representations, warranties, covenants and agreements herein contained when making the Loan to Borrower and that but for this instrument and the representations, warranties, covenants and agreements herein contained, Lender would not take such actions.

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Lender the Assignment of Leases, dated as of the date hereof, assigning to Lender, among other things, all of Borrower's right, title and interest in and to the Leases and the Rents relating to the Facility, and any of Borrower's rights in the security deposits thereunder (to the extent permitted by applicable law). Manager hereby agrees that it will perform its duties in a manner to enable Borrower to comply with any and all requirements of the cash management system set forth in the Loan Documents, including but not limited to Section 2.12 of the Loan Agreement, the Cash Collateral Account Agreement and the Collection Account Agreement.

(h) No Joint Venture. The relationship of Lender to Borrower is one of a creditor to a debtor, and Lender is not a joint venturer or partner of Borrower.

(i) Lender Not Obligated Under Management Agreement. Manager further agrees that nothing herein shall impose upon Lender any obligation for payment or performance in favor of Manager, unless and until Lender notifies Manager in writing that Lender has elected to assert Operator's rights under the Management Agreement and assume Operator's obligations thereunder from and after the effective date of Lender's notice of such election to Manager and Lender has agreed to pay Manager the sums due Manager under the terms of the Management Agreement from and after the effective date of Lender's notice of such election to Manager. Upon such notification by Lender to Manager, Manager shall continue performing its duties on Lender's behalf in accordance with the terms of the Management Agreement. Notwithstanding anything contained herein to the contrary, Manager acknowledges and agrees that Lender shall not be liable for or obligated to perform any obligations of Operator under the Management Agreement (including, without limitation, the payment of any fees due Manager) that accrued or relate to any period prior to Lender's notification of Manager that it has elected to assert Operator's rights under the Management Agreement as set forth above nor shall Lender be liable for any termination fees or charges that may be due Manager under the Management Agreement in connection with or as a result of any default(s) or event(s) of default by Operator thereunder.

(j) Lender's Reliance on Representations. Manager has executed this Agreement for the purpose of inducing Lender to make the Loan and with full knowledge that Lender shall rely upon the representations, warranties, covenants and agreements herein contained when making the Loan to Borrower and that but for this instrument and the representations, warranties, covenants and agreements herein contained, Lender would not take such actions.

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(k) Filing of Petition of Bankruptcy. Manager agrees not to cause the filing of a petition in bankruptcy against Operator for non-payment to Manager of fees, expenses and expenditures under the Management Agreement until the payment in full of the Loan and the expiration of a period equal to the applicable preference period under the federal Bankruptcy Code (Title 11 of the United States Code) plus ten (10) days following such payment.

4. Assignment. Manager acknowledges that Lender may assign all of its right, title and interest in, to and under this Agreement, together with all of the other Loan Documents, to any Person and Manager agrees that all of the covenants and agreements made by Manager in the Management Agreement are also for the benefit of Lender and its successors and assigns. Notwithstanding anything to the contrary in the Management Agreement, neither the Manager nor the Operator may assign the Management Agreement without the prior written consent of the Lender.

5. Prior Defenses or Offsets. Manager hereby acknowledges and agrees that it does not have any defenses or offsets to its obligations under the Management Agreement or any claim or right against Borrower or Operator except for claims or rights accruing after the date hereof.

6. Consent of Operator. Operator has joined herein to evidence its consent to the agreements of Lender and/or Manager contained in this Agreement.

7. Notices. All notices, demands, consents, or requests which are either required or desired to be given or furnished hereunder shall be sent to the appropriate party at the address set forth in the preamble to this Agreement and shall be effective in the manner set forth in the Loan Agreement. By notice complying with this Section, any party may from time to time change the address to be subsequently applicable to it.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Mortgaged Property is located (without giving effect to such State's principles of conflicts of laws).

9. Successors. This Agreement shall be binding upon and shall inure to the benefit of each party hereto and their respective successors and assigns.

10. Counterparts. This Agreement may be executed in any number of counterparts each of which, taken together, shall constitute one and the same original.

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11. Term. The parties shall be bound by their obligations under this Agreement for so long as Borrower remains liable to Lender, or any of its assigns or successors, for any indebtedness to Lender, or any or its assigns or successors.

12. Compliance With Loan Documents. Notwithstanding anything contained herein to the contrary, Manager shall perform its obligations under the Management Agreement in a manner which enables Operator to comply with any and all of Borrower's and Operator's respective obligations under the Loan Agreement and the other Loan Documents.

13. Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Manager under this Agreement.

14. Waiver of Manager's Lien. Manager hereby waives any and all lien rights it might have under any applicable Legal Requirement.

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IN WITNESS WHEREOF, the parties hereto have caused this Manager's Consent and Subordination of Management Agreement to be duly executed and delivered as of the day and year first above written.

MANAGER:

MEDICAL MANAGEMENT OF AMERICA, INC., a
Delaware corporation

By: _____

James H. Desnick
President

[signatures continued on following page]

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LENDER:

NOMURA ASSET CAPITAL CORPORATION,
a Delaware corporation

By: _____

Name: *Christopher J. Kelly*
Title: *Vice President*

[signatures continued on following page]

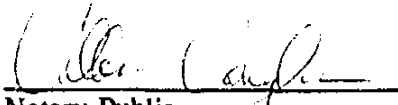
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STATE OF NEW YORK)
) SS: _____
COUNTY OF NEW YORK)

Before me, a notary public in and for said county, personally appeared CHRIS TIGHE, known to me to be the person who as VICE PRESIDENT of Nomura Asset Capital Corporation, a Delaware corporation, did sign the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company. In testimony hereof, I have hereunto ascribed my name this 20th day of August, 1997.



Notary Public
My Commission Expires:

CULLEN CAUGHRON
Notary Public, State of New York
No. 01CA5038474
Qualified in Richmond County
Commission Expires Jan. 30, 1999

SEAL:

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CONSENT ACKNOWLEDGED:

OPERATOR:

DOCTORS HOSPITAL OF HYDE PARK, INC.
an Illinois corporation

By: Stephen Weinstein
Stephen Weinstein
President

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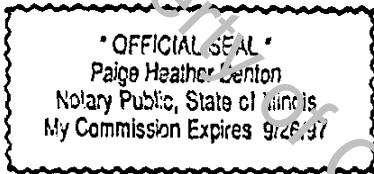
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STATE OF Illinois)
)
) SS: _____
COUNTY OF Cook)

Before me, a notary public in and for said county, personally appeared James H. Desnick, known to me to be the person who as President of Medical Management of America Inc., a Delaware corporation, did sign the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company. In testimony hereof, I have hereunto ascribed my name this _____ day of August, 1997.

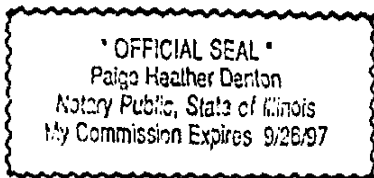


Paige H. Denton
Notary Public
My Commission Expires: 9/26/97

SEAL:

STATE OF Illinois)
)
) SS: _____
COUNTY OF Cook)

Before me, a notary public in and for said county, personally appeared Stephen Weinstein known to me to be the person who as President of Doctors Hospital of Hyde Park, Inc., an Illinois corporation, did sign the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company. In testimony hereof, I have hereunto ascribed my name this _____ day of August, 1997.



Paige H. Denton
Notary Public
My Commission Expires:

SEAL:

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Exhibit A

Lots 1 through 10, both inclusive, in Walker and Daggett's Subdivision of that part lying East of Railroad of the Southeast 1/4 of the Northeast 1/4 (except the North 492-1/2 feet thereof), recorded August 5, 1875 in Book 10 page 12 as Document Number 42672, of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, together with all the vacated alley lying West of and adjoining said Lots 1 through 10 both inclusive, aforesaid, in Cook County, Illinois.

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Exhibit B

[See Attached Management Agreement]

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MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (this "Agreement"), dated as of August 28, 1997, is made and entered into by and between DOCTORS HOSPITAL OF HYDE PARK, INC., an Illinois corporation ("Tenant"), and MEDICAL MANAGEMENT OF AMERICA, INC., an Illinois corporation ("Manager").

RECITALS

WHEREAS, HFCH, LLC, a Delaware limited liability company ("Owner"), is the fee simple owner of the improved real estate commonly known as 5800 South Stony Island Avenue, Chicago Illinois and legally described on Exhibit A, attached hereto (the "Facility");

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof by and between Owner and Nomura Asset Capital Corporation, a Delaware corporation (together with its successors and assigns, the "Lender") (as amended or modified from time to time, the "Loan Agreement"), the Lender has extended a loan (the "Loan") to the Owner;

WHEREAS, Owner is leasing the Facility to Tenant pursuant to that certain Lease Agreement dated of even date herewith;

WHEREAS, Manager is experienced and qualified in the business of managing a hospital such as the Facility, and Tenant desires to engage Manager to manage the Facility; and

WHEREAS, Manager is willing to manage the Facility on the terms and subject to the conditions set forth in this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals and the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term of Agreement; Effect of Termination. The term of this Agreement shall commence on the date hereof and shall end on the second anniversary of the date hereof and shall renew itself automatically for additional periods of two (2) years; provided that so long as the Loan is outstanding the term of this Agreement shall not extend beyond the Optional Payment Date (as defined in the Loan Agreement) without the Lender's prior written consent. Either party shall have the right to terminate this Agreement by giving written notice thereof to the other party no later than sixty (60) days prior to the date of termination. Notwithstanding anything contained herein to the contrary, Manager and Tenant each agree that this Agreement may be terminated in accordance with the terms of Section 5.1(P) of the Loan Agreement.

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2. Fees. During the term of this Agreement, Manager shall be entitled to receive monthly management fees equal to Two Thousand (\$2,000.00) Dollars due and owing on the first day of each and every month during the Term hereof.

3. Responsibilities of Manager. Tenant hereby engages Manager to manage the Facility, and Manager hereby accepts such engagement and agrees to manage the Facility, at Tenant's expense, so as to provide all services requested by Tenant, such services to be performed in compliance with applicable law and regulations and the terms and conditions set forth in this Agreement. During the term of this Agreement, Manager shall have full authority to manage the Facility as a full general hospital in accordance with applicable law and regulations and the terms and conditions hereof. Notwithstanding anything in this Section 3, Manager hereby represents, warrants and covenants as follows:

a. Manager is not liable to pay the salaries, expenses or losses of Owner or Tenant, and Manager will pay its own liabilities, expenses and payroll from its own assets.

b. Manager has no common bank or depository accounts with the Owner or Tenant and does not otherwise commingle its funds or other assets with the funds or assets of the Owner or Tenant.

c. Manager maintains separate books of account, financial records and other corporate records from the Owner and Tenant, and each of their respective assets and liabilities are readily ascertainable.

d. Manager will not take any action to effect a merger or consolidation of Manager with the Owner or Tenant.

e. Manager will comply with all the formalities required of an Illinois corporation and will observe, at all times, all formalities regarding the separate existence of Manager from the Owner or Tenant.

f. Manager agrees to maintain an arms-length relationship with the Owner and Tenant, and agrees to document every transaction that it takes as an independent transaction by Manager. Any transaction between Manager and the Owner or Tenant will be undertaken in good faith by the respective entities for their *bona fide* business purposes with terms that are commercially reasonable.

g. Manager will not extend credit to, or become indebted to, the Owner or Tenant.

h. Manager conducts its business solely in its own name so as not to mislead others as to the identity of the Owner or Tenant. All oral and written communications, including without limitation letters, invoices, purchase orders, contracts, statements, and applications, are made solely in the name of Manager, and not in the name of the Owner or Tenant.

i. Manager will not identify itself as being a division of the Owner or Tenant.

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j. Manager has been at all times, and intends to continue to be, adequately capitalized in light of the nature of its business.

If Manager defaults with respect to any of the foregoing covenants while the Loan is outstanding, such default shall constitute an "Event of Default" under the Loan Agreement.

4. Insurance. At the request of Tenant, Manager shall arrange for and maintain all necessary and proper hazard insurance covering the Facility, including the furniture and equipment situated thereon, all necessary and proper public liability insurance for Manager's and Tenant's protection. Any insurance provided pursuant to this paragraph shall comply with the requirements of any applicable Facility mortgage, loan documents or lease and shall be an expense of the Facility.

5. Proprietary Interest. The systems, methods, procedures and controls employed by Manager and any written materials or brochures developed by Manager to document the same are to remain the property of Manager and are not, at any time during or after the term of this Agreement, to be utilized, distributed, copied or otherwise employed or acquired by Tenant, except as authorized by Manager.

6. Events of Default and Remedies.

a. Defaults. Each of the following shall constitute an Event of Default hereunder:

i. if Tenant shall fail to pay or allow payment of any installment of the Fees due to Manager in accordance with this Agreement for a period of seven (7) days after written notice of such default from Manager;

ii. if either Tenant, on the one hand, or Manager, on the other, fail to perform in any material respect any term, provision, or covenant of this Agreement (other than as set forth in Section 6(a)(1)) and (i) such failure continues after written notice from the other party specifying such failure to perform (unless such failure cannot reasonably be cured within such 30-day period) or (ii) the defaulting party fails to endeavor vigorously and continuously to cure such default as promptly as is practicable; or

iii. if either Tenant, on the one hand, or Manager, on the other, is dissolved or liquidated, applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, files a voluntary petition in bankruptcy or is the subject of an involuntary bankruptcy filing, makes a general assignment for the benefit of creditors, or files a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Tenant or Manager bankrupt or insolvent or approving a petition seeking reorganization of Tenant or Manager or appointing a receiver, trustee or liquidator for such party of all or a

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substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days.

b. Remedies. At any time after the occurrence and during the continuance of an Event of Default, the party who has not committed or suffered the Event of Default may, at its option, terminate this Agreement by giving written notice to the other party and, except as provided in this Agreement, shall be entitled to exercise all rights and remedies available under applicable law; provided, however, that Tenant may cause the effective date of any termination by Manager to be deferred for up to ninety (90) days to afford Tenant the opportunity to engage a replacement manager of the Facility. Without limiting the generality of the foregoing, if Tenant is the defaulting party, or if Tenant shall terminate the Agreement other than as a result of an Event of Default caused by Manager, then Tenant shall pay Manager, within thirty (30) days following the date of such termination, all unpaid Fees accrued through the date of such termination and all unpaid amounts for which Manager is then entitled to receive reimbursement under this Agreement. If this Agreement is terminated by Manager pursuant to Section 6(a)(1) or the immediately preceding sentence and Manager incurs legal fees in connection with the enforcement of its rights to such Fees and liquidated damages, as applicable, then Tenant shall pay all reasonable attorneys' fees and other expenses incurred by Manager in connection with such enforcement. In the event of any breach of this Agreement by Manager, including any breach resulting in an Event of Default, Tenant's sole remedy shall be to terminate this Agreement in accordance with the terms hereof and Tenant shall have no other liability hereunder.

7. Facility Operations.

a. No Guarantee of Profitability. Manager does not guarantee that operation of the Facility will be profitable, but Manager shall use its best efforts to manage the Facility in accordance with its duties hereunder in as cost effective and profitable a manner as reasonably possible and consistent with maintaining operations in accordance with the general hospital industry's then prevailing standards in the geographic area in which the Facility is located.

b. Standard of Performance: Acting within Budget. In performing its obligations under this Agreement, Manager shall use its reasonable best efforts and act in good faith and with professionalism in accordance with the prevailing standards of the general hospital industry in the geographic area in which the Facility is located.

c. Performance of Duties. It is hereby agreed that Manager shall devote only such time as Manager, in its sole discretion, determines is reasonably necessary for the performance of the duties and obligations provided for herein. Nothing herein contained shall in any way prohibit, limit or restrict Manager or any of its directors, officers or employees from performing or engaging in any other type of occupation, activity or service.

d. Force Majeure. The parties will not be deemed to be in violation of this Agreement if they are prevented from performing any of their respective obligations hereunder for any reason beyond their control, including, without limitation, strikes,

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shortages, war, acts of God, or any statute, regulation or rule of federal, state or local government or agency thereof.

8. Assignment. This Agreement shall not be assigned, except collaterally to the Lender pursuant to that certain Assignment of Management Agreement and Agreements Affecting Real Estate dated of even date herewith.

9. Subordination. The Tenant and Manager hereby agree to execute that certain Manager's Consent and Subordination of Management Agreement, dated of even date hereof ("Subordination Agreement"), under which this Agreement shall be subordinate to any and all liens and security interests for the benefit of the Lender created to secure repayment of the Note (as defined in the Loan Agreement).

10. Compliance with Loan Documents. Notwithstanding anything to the contrary in this Agreement, Manager hereby agrees to perform its obligations hereunder in a manner which causes Owner and Tenant to comply with any and all of their respective obligations under the Loan Documents (as defined in the Loan Agreement).

11. Notices. Any notices required or permitted to be sent hereunder shall be delivered personally or mailed, certified mail, return receipt requested, or delivered by overnight courier service to the following addresses, or such other addresses as shall be given by notice delivered hereunder, and shall be deemed to have been given upon delivery, if delivered personally, three (3) business days after mailing, if mailed, or one business day after delivery to the courier, if delivery by overnight courier service:

If to Tenant, to:

Doctors Hospital of Hyde Park
5800 South Stony Island Avenue
Chicago, Illinois 60637
Attention: Chief Operating Officer

If to Manager, to:

Medical Management of America, Inc.
980 North Michigan Avenue, Suite 1665
Chicago, Illinois 60611
Attention: James H. Desnick

12. Relationship of the Parties. The relationship of Manager to Tenant in connection with this Agreement shall be that of an independent contractor and all acts performed by Manager during the term hereof shall be deemed to be performed in Manager's capacity as an independent contractor. Nothing contained in this Agreement is intended to or shall be construed to give rise to or create a partnership or joint venture or lease between Tenant, its successors and assigns on the one hand, and Manager, its successors and assigns, on the other hand.

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13. Entire Agreement. This Agreement and any documents executed in connection herewith contain the entire agreement among the parties, shall be binding upon their respective successors and assigns and shall be construed in accordance with the laws of the State of Illinois. This Agreement may not be modified or amended except by written instrument signed by the parties hereto.

14. Captions. The captions used herein are for convenience of reference only and shall not be construed in any manner to limit or modify any of the terms hereof.

15. Severability. In the event one or more of the provisions contained in this Agreement is deemed to be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be impaired thereby.

16. Remedies Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to any of the parties hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of an Event of Default hereunder. The failure of any party hereto to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the respective parties hereto may be exercised from time to time and as often as may be deemed expedient by such parties.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Management Agreement to be executed and delivered in their names and on their behalf as of the date first set forth above.

TENANT:

DOCTORS HOSPITAL OF HYDE PARK, INC., an Illinois corporation

By: Stephen Weinstein

Name: Stephen Weinstein

Title: President

MANAGER:

MEDICAL MANAGEMENT OF AMERICA, INC., an Illinois corporation

By: [Signature]

Name: J. J. H. Jernick, MD

Title: President

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EXHIBIT A

LEGAL DESCRIPTION

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EXHIBIT A

Lots 1 through 10, both inclusive, in Walker and Daggett's Subdivision of that part lying East of Railroad of the Southeast 1/4 of the Northeast 1/4 (except the North 492-1/2 feet thereof), recorded August 5, 1875 in Book 10 page 12 as Document Number 42672, of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, together with all the vacated alley lying West of and adjoining said Lots 1 through 10 both inclusive, aforesaid, in Cook County, Illinois.

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