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EASEMENT AGREEMENT

This Easement Agreement is made as of the 18th day of MARCH, 1998 by and between the MISSIONARY SISTERS SERVANTS OF THE HOLY SPIRIT, an Illinois not-for-profit corporation ("Sisters"), and THE COLLEGE OF AMERICAN PATHOLOGISTS, an Illinois not-for-profit corporation ("CAP").

Recitals

A. The Sisters are the owner of certain land located in the Village of Northfield, Illinois ("Village"), which is legally described in Exhibit A attached hereto and made a part hereof ("Sisters' Land").

B. CAP is the owner of certain land in the Village, which is adjacent to the Sisters Land and which is legally described in Exhibit B attached hereto and made a part hereof ("CAP Land").

C. The Sisters and CAP have determined that it is in their mutual interest to agree to certain easements as hereinafter set forth.

D. Attached hereto and made a part hereof as Exhibit C is a Site Plan depicting the Sisters' Land, the CAP Land and the various easements to be granted hereby ("Site Plan").

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

Agreements

1. Right-Out Access.

CAP hereby grants and conveys unto the Sisters and to their officers, employees, members, contractors, agents, guests and invitees (collectively called the "Sisters' Parties") a non-exclusive easement over, upon and across the southwesterly portion of the CAP Land, being rectangular in shape and measuring approximately 35' x 21' that is identified as the "Right Turn Access Area" on the Site Plan, for the sole purpose of providing ingress by vehicular traffic to Waukegan Road from that portion of the Sisters' Land that is identified as the "Primary Access Drive" on the Site Plan, and for installing, repairing, regrading (as necessary), maintaining and replacing the Right Turn Access Area. CAP acknowledges that this design allows vehicular traffic exiting the Sisters' Land to use Illinois Department of Transportation ("IDOT") owned right-of-way in front of the CAP Land, and, if requested by IDOT, CAP will indicate to IDOT that CAP has no objection to such use of the IDOT right-of-way. CAP acknowledges that such work will include modifications to CAPS's existing storm water tie-in and the Sisters acknowledge that any such work will be done at the Sisters' sole expense. The Sisters shall construct the Right Turn Access Area and shall at all times, at the Sisters' expense, cause same

This instrument prepared by:
Dustin E. Neumark, Esq.
8000 Sears Tower
Chicago, Illinois 60606

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to be kept and maintained in good condition and repair and (at appropriate times) free from ice and snow. The Sisters shall obtain all governmental approvals required in connection with ingress to Waukegan Road over the Right Turn Access Area from the Primary Access Drive, provided CAP shall deliver to IDOT any necessary CAP consents required by IDOT.

2. Pedestrian Access.

The Sisters hereby grant and convey unto CAP and its officers, employees, members, agents, guests and invitees (collectively called the "CAP Parties") a non-exclusive easement over, upon and across those portions of the Primary Access Drive that are identified as the "Pedestrian Access Points" on the Site Plan, for the sole purpose of providing ingress and egress by pedestrians to and from the CAP Land and the land adjacent to the southerly boundary of the Primary Access Drive which is currently owned by the Christian Heritage Academy.

3. Signage.

CAP hereby grants and conveys unto the Sisters a non-exclusive easement over and upon the southwesterly portion of the CAP Land that is identified as the "Signage Location" on Exhibit D, for the sole purpose of installing, maintaining, repairing, relocating, and replacing an identification sign and related electrical service utilities, light fixtures, and landscaping to be located thereon ("Sign"). The Sign shall comply with applicable zoning laws and ordinances of the Village of Northfield and shall be two sided, with maximum sign face area dimensions of twenty-four (24) square feet per side. The Sisters shall at all times, at the Sisters' expense, cause the Sign to be kept and maintained in good condition and repair.

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repair any damage to the CAP Land, including without limitation below grade utilities, caused by the temporary right of access and use granted hereby.

6. Easements Perpetual.

The Easements (and the benefits and burdens) created hereby are perpetual and are appurtenant to and run with the title to the Sisters' Land and the CAP Land, respectively. In the event either the Sisters or CAP should sell all or a portion of its respective Land, the grantee of such sold Land shall be entitled to the benefits (and shall be responsible for the obligations) created hereunder (including those contained herein requiring compliance with applicable zoning laws and ordinances of the Village of Northfield) with respect to its Land for the period from and after the closing of such sale.

7. Nonforfeiture or Reversion.

Any obligations contained herein with regard to the Easements granted hereby shall be construed as covenants and not as conditions, and any violation of any of said covenants shall not result in a forfeiture or reversion of any of the Easements.

8. Private Use.

Nothing contained in this Easement Agreement shall ever be deemed to create a gift or dedication of all or any portion of the Sisters' Land or the CAP Land to the general public or for any public use or public purpose whatsoever.

9. Condemnation.

In the event of condemnation by any duly constituted authority for a public or quasi-public use of all or any part of the Easement Areas, or a transfer in lieu thereof, the award attributable to the value of the applicable Easement Area shall be payable solely to the Sisters or CAP, as the owner thereof, subject to the terms of the penultimate sentence of this Section 9 respecting the Sisters' sign. In the event that any such condemnation or transfer does not render the remaining portion of the Sisters Land or the CAP Land, as the case may be, unusable for the purposes for which such Land was used prior to such condemnation or transfer, then the owner of such Land shall promptly restore the remaining portion to the extent reasonably possible to the condition existing prior to the condemnation or transfer. Upon completion of such restoration, the owner of such Land shall designate a new Easement Area, if reasonably appropriate, to be used for the purposes set forth herein. The reconstruction, repair or relocation of the Sisters' sign shall be done at the Sisters' sole expense. In no event shall the Sisters or CAP be required to expend an amount in excess of the proceeds received from the condemning authority or transferee.

10. Indemnification and Insurance.

A. Each of the Sisters and CAP ("Indemnifying Party") hereby indemnifies and holds harmless the other party ("Indemnified Party") from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring in the Easement Areas caused by the active or passive negligence or willful misconduct of the Indemnifying Party, its agents, servants or employees; provided, the Indemnifying Party does not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party or its agents, servants or employees. The obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Easement Agreement, as to claims arising or accruing prior to the expiration or termination of this Easement Agreement.

B. The Sisters and CAP shall maintain, and/or cause to be maintained, at no cost to the other party, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Easement Areas with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than Five Million Dollars (\$5,000,000) for total claims for any one occurrence. The insurance limits in this Section shall be subject to increase from time to time by such amounts as the parties may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties. The Sisters and CAP, as the case may be, shall be named as an additional insured on the liability insurance carried by the other party pursuant to this Section 10.B.

C. With respect to any loss or damage that may occur to the Sisters' Land or the CAP Land (or any improvements thereon) or the respective property of the Sisters or CAP therein, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, excluding willful acts but including negligence of the Sisters, CAP, the Sisters' Parties or the CAP Parties, the party suffering such loss hereby releases the other party from all claims with respect to such loss. If commercially available, the Sisters and CAP each agree that their respective insurance companies shall have no right of subrogation against the other party on account of any such loss, and (if commercially available) the Sisters and CAP shall procure from its respective insurers under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against the other party which the insurers might otherwise have under such policies.

D. Insurance coverage required by this Easement Agreement may contain the following elements, so long as the required coverage is not diminished, the required limits are not reduced, and the elements thereof are otherwise commercially reasonable. The Sisters or CAP's insurance program may include blanket, layered, umbrella, conventional and/or manuscript forms of policies, and commercially reasonable deductibles. The Sisters and CAP shall cause certificates of insurance reasonably evidencing compliance with the requirements of this Section to be delivered to the other party prior to the commencement of any work. The

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insurance policies and certificates required by this Section 10 shall require the insurance company to furnish the other party at least thirty (30) days' prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage.

E. All policies of liability insurance shall insure the performance by the applicable party which is insured thereunder of the indemnity agreements contained herein. The Sisters and CAP shall promptly notify the other party of any asserted claim with respect to which such party is or may be indemnified against hereunder and shall deliver to such party copies of process and pleadings.

11. Damage or Destruction.

In the event the Easement Areas or any portion thereof shall be damaged or destroyed by fire or other casualty or any other cause whatsoever, the Sisters or CAP (as owner of the underlying fee interest in such Easement Area) shall proceed with due diligence to restore the applicable Easement Area, excluding any improvements previously constructed prior to the date of this Easement Agreement, to a condition to permit the use thereof as contemplated by this Easement Agreement.

12. Taxes.

The Sisters, as owner of the Sisters' Land and CAP, as owner of the CAP Land, shall pay or cause to be paid directly to the tax collector when due, any real property taxes and other special taxes and assessments assessed against such Land.

13. Amendment.

The provisions of this Easement Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of both parties or the successor owners, respectively, of the Sisters' Land and the CAP Land, by amendment, in writing, executed and acknowledged by both parties, or such successor owners, and duly recorded with the Recorder of Deeds of Cook County, Illinois.

14. Non-Exclusive Benefit.

The Sisters and CAP hereby reserve the right, for themselves and their successors and assigns, to grant such other or similar easements, rights, rights-of-way and privileges over, across and under the Easement Areas, so long as any such easements, rights, rights-of-way and privileges hereafter granted over, across or under the Easement Areas do not have a material adverse effect on the use of the Easements granted hereby.

15. Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records,

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(ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as each party may designate by written notice in the above manner:

Sisters: Missionary Sisters Servants
of the Holy Spirit
2600 Waukegan Road
Post Office Box 6026
Teehny, Illinois 60082-6026
Attn: Sister Priscilla Burke, S.Sp.S.
Fax No: (847) 272-0114

CAP: The College of American Pathologists
325 Waukegan Road
Northfield, Illinois 60093
Attn: Director of Facilities and Risk Management
Fax No: (847) 832-8173

Communications may also be given by facsimile during working hours on a business day, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

16. Attorneys' Fees.

In the event legal proceedings are brought or commenced to enforce any of the terms of this Easement Agreement against either party or other person with an interest in the Sisters' Land or the CAP Land, as the case may be, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party, to be fixed by the court in the same action.

17. Miscellaneous.

A. This Easement Agreement may be executed in any number of counterparts, each of which shall be an original, and all of such counterparts together shall be deemed to constitute one original agreement.

B. The Sisters and CAP covenant and agree that, the servitudes, easements, rights, privileges, agreements, covenants and restrictions and all other terms hereof shall be binding upon and inure to the benefit of their respective successors and assigns and all other persons or entities having or hereafter acquiring any right, title or interest in any portion of the Sisters' Land or any portion of the CAP Land. However, if the owner of the Sisters' Land or the CAP Land conveys all of its interest in such Land, such owner shall thereupon be released and discharged from any and all further obligations under this Easement Agreement accruing from

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and after such conveyance; provided, however, that no such conveyance shall release such owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

C. This Easement Agreement, and any amendment, modification or revision hereto, shall be recorded by the Sisters with the Recorder of Deeds of Cook County, Illinois with said recording costs to be shared by the parties.

D. The terms, conditions, and provisions of this Easement Agreement shall be prior and superior to each and every mortgage lien hereafter encumbering all or any part of the Sisters' Land or the CAP Land.

E. If any term or provision of this Easement Agreement or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Easement Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and shall be enforced to the extent permitted by law.

F. This Easement Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either party hereto.

G. The captions in this Easement Agreement are for convenience only and do not constitute a part of the provisions hereof.

H. The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted to create, a joint venture, partnership, or any other similar relationship between the Sisters and CAP.

I. Each of the individuals who have executed this Easement Agreement represents and warrants that he or she is duly authorized to execute this Easement Agreement on behalf of the Sisters or CAP, as the case may be; that all corporate or other action necessary for such party to execute and perform the terms of this Easement Agreement have been duly taken by such party; and that no other signature and/or authorization is necessary for such party to enter into and perform the terms of this Easement Agreement.

J. This Easement Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois.

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IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the day year first above written.

CAP: 98306563

THE COLLEGE OF AMERICAN PATHOLOGISTS, an Illinois not-for-profit corporation

By: [Signature]
Its Executive Vice President

ATTEST:

By: [Signature]
Its Treasurer or Secretary

SISTERS:

MISSIONARY SISTERS SERVANTS OF THE HOLY SPIRIT, an Illinois not-for-profit corporation

By: [Signature]
Its President

ATTEST:

By: [Signature]
Its Secretary

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Paul Rozlavicus MD personally known to me to be the
Secretary-Treasurer of The College of American Pathologists, an Illinois not-for-
profit corporation, and Lee Van Bremen PhD personally known to me to be the
Executive Vice President of such corporation, personally known to me to be the same persons
whose names are subscribed to the foregoing instrument, appeared before me this day in person
and severally acknowledged that as such Executive Vice President and
Secretary-Treasurer they signed and delivered the said instrument, pursuant to authority
given by the Board of Directors of said corporation, as their free and voluntary act, and as the
free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of MARCH ~~November~~ 1998.

George M. Gogola
Notary Public

My commission expires:

~~~~~  
"OFFICIAL SEAL"  
George M. Gogola  
Notary Public, State of Illinois  
My Commission Exp. 09/18/2000  
~~~~~

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

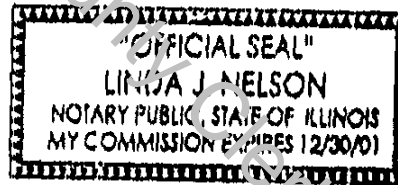
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Dr. Patricia Burke personally known to me to be the President of the Missionary Sisters of the Holy Spirit, an Illinois not-for-profit corporation and Dr. Kathleen Kass personally known to me to be the Secretary of such corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of February, 1998.

Linda J. Nelson
Notary Public

My commission expires:

12-30-01



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EXHIBIT A

98330563

Legal Description of the Sisters' Property

THAT PART (LYING EASTERLY OF THE CENTERLINE OF WAUKEGAN ROAD) OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING PARTS OF LOTS 16, 17 AND 18 IN COUNTY CLERK'S DIVISION OF SAID SECTION 23, ACCORDING TO THE MAP THEREON RECORDED ON OCTOBER 11, 1876 IN BOOK 11 OF PLATS, PAGE 70 AS DOCUMENT NO. 106454, WHICH PART IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 50.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23 WITH A LINE WHICH IS 50.00 FEET EASTERLY FROM AND PARALLEL WITH THE CENTERLINE OF WAUKEGAN ROAD, AND RUNNING;

THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG SAID LINE 50.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED;

THENCE CONTINUING SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, (BEING THE SOUTH LINE OF WILLOW ROAD) A DISTANCE OF 1448.76 FEET, TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 15 ACRES OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 02 MINUTES 53 SECONDS WEST ALONG SAID LAST DESCRIBED LINE A DISTANCE OF 1273.21 FEET, TO AN INTERSECTION WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23;

THENCE SOUTH 89 DEGREES 53 MINUTES 39 SECONDS EAST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER A DISTANCE OF 457.77 FEET, TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 380.30 FEET OF LOT 18, IN THE COUNTY CLERK'S DIVISION AFORESAID;

THENCE SOUTH 00 DEGREES 06 MINUTES 23 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 286.33 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 573.06 FEET OF LOT 18 AFORESAID;

THENCE NORTH 89 DEGREES 53 MINUTES 31 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 380.30 FEET, TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 760.60 FEET OF SAID LOT 18;

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THENCE SOUTH 00 DEGREES 06 MINUTES 22 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 573.06 FEET, TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 18, SAID SOUTH LINE BEING 462.66 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 89 DEGREES 53 MINUTES 31 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 650.87 FEET, TO AN INTERSECTION WITH A LINE WHICH IS 1411.47 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 00 DEGREES 06 MINUTES 22 SECONDS EAST ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 859.35 FEET, TO AN INTERSECTION WITH THE AFOREMENTIONED SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 23;

THENCE SOUTH 89 DEGREES 53 MINUTES 39 SECONDS EAST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER A DISTANCE OF 79.62 FEET TO THE SOUTHEAST CORNER OF LOT 2 IN THE COUNTY CLERK'S DIVISION AFORESAID;

THENCE NORTH 00 DEGREES 02 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2, AND ALONG THE EAST LINE OF LOT 1 IN THE COUNTY CLERK'S DIVISION, A DISTANCE OF 678.48 FEET TO THE NORTHEAST CORNER OF SAID LOT;

THENCE SOUTH 89 DEGREES 53 MINUTES 39 SECONDS WEST ALONG THE NORTH LINE OF LOT 1 A DISTANCE OF 936.50 FEET, TO AN INTERSECTION WITH A LINE 50.00 FEET EASTERLY FROM AND PARALLEL WITH THE AFOREMENTIONED CENTERLINE OF WAUKEGAN ROAD;

THENCE NORTH 04 DEGREES 36 MINUTES 35 SECONDS WEST ALONG SAID LINE 50.00 FEET EASTERLY FROM AND PARALLEL WITH THE CENTERLINE OF WAUKEGAN ROAD, BEING THE EASTERLY LINE OF THAT PART CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY DOCUMENT NO. 21157212, A DISTANCE OF 566.83 FEET TO A POINT 30.00 FEET (MEASURED ALONG SAID LINE) SOUTHERLY OF THE INTERSECTION OF SAID LINE WITH THE AFORESAID LINE WHICH IS 50.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, AND

THENCE NORTH 42 DEGREES 44 MINUTES 58 SECONDS EAST, A DISTANCE OF 40.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,867,881 SQUARE FEET (42.8806 ACRES) OF LAND, MORE OR LESS.

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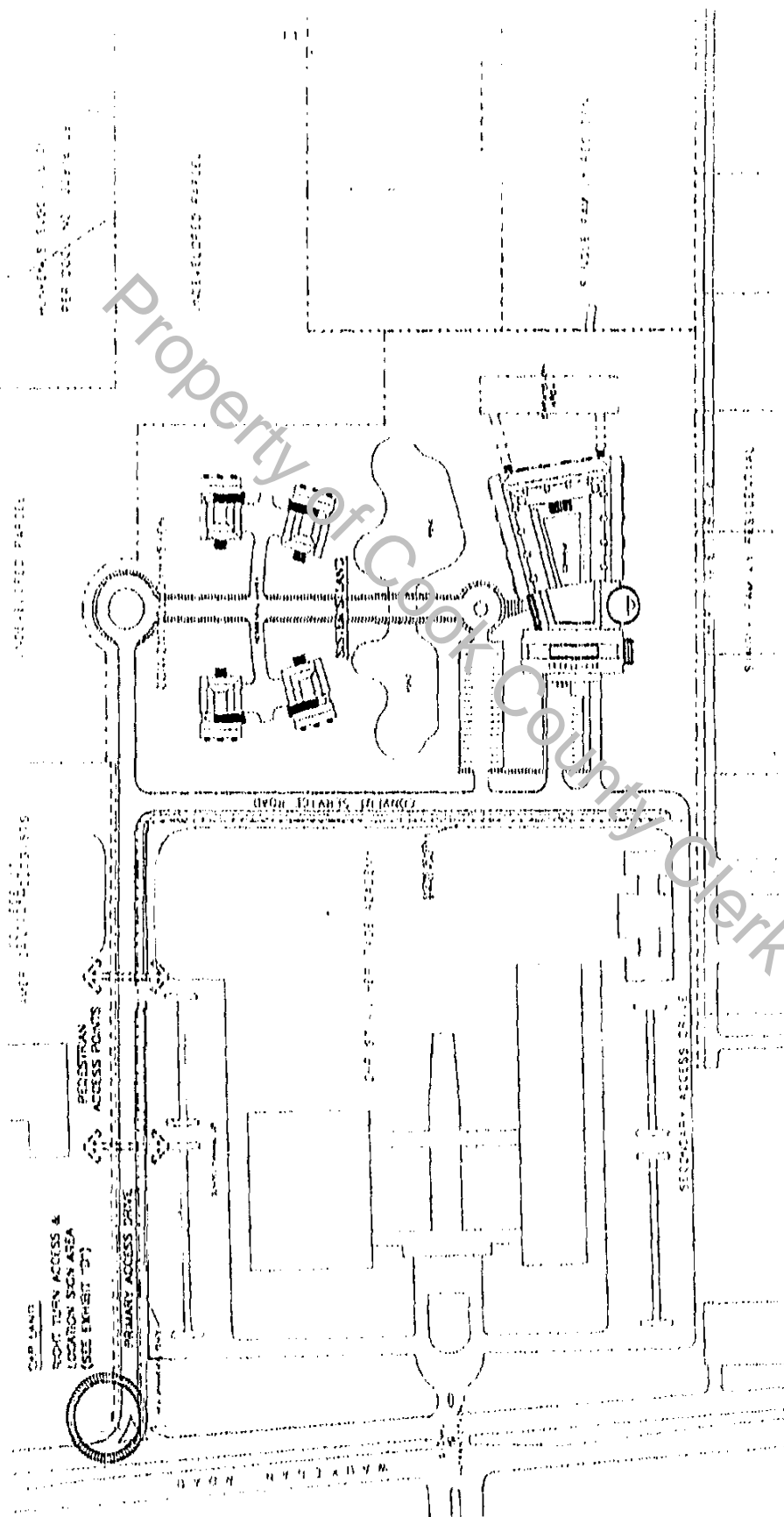







EXHIBIT "C"
SITE PLAN

 SDI Consultants Ltd.
 Civil Engineer
 Ian Gunn Associates
 Landscape Architects
 Nudge Property Development
 Architects
 MLOA
 Traffic Consultants
 Council of the Highway
 Highway Safety Society

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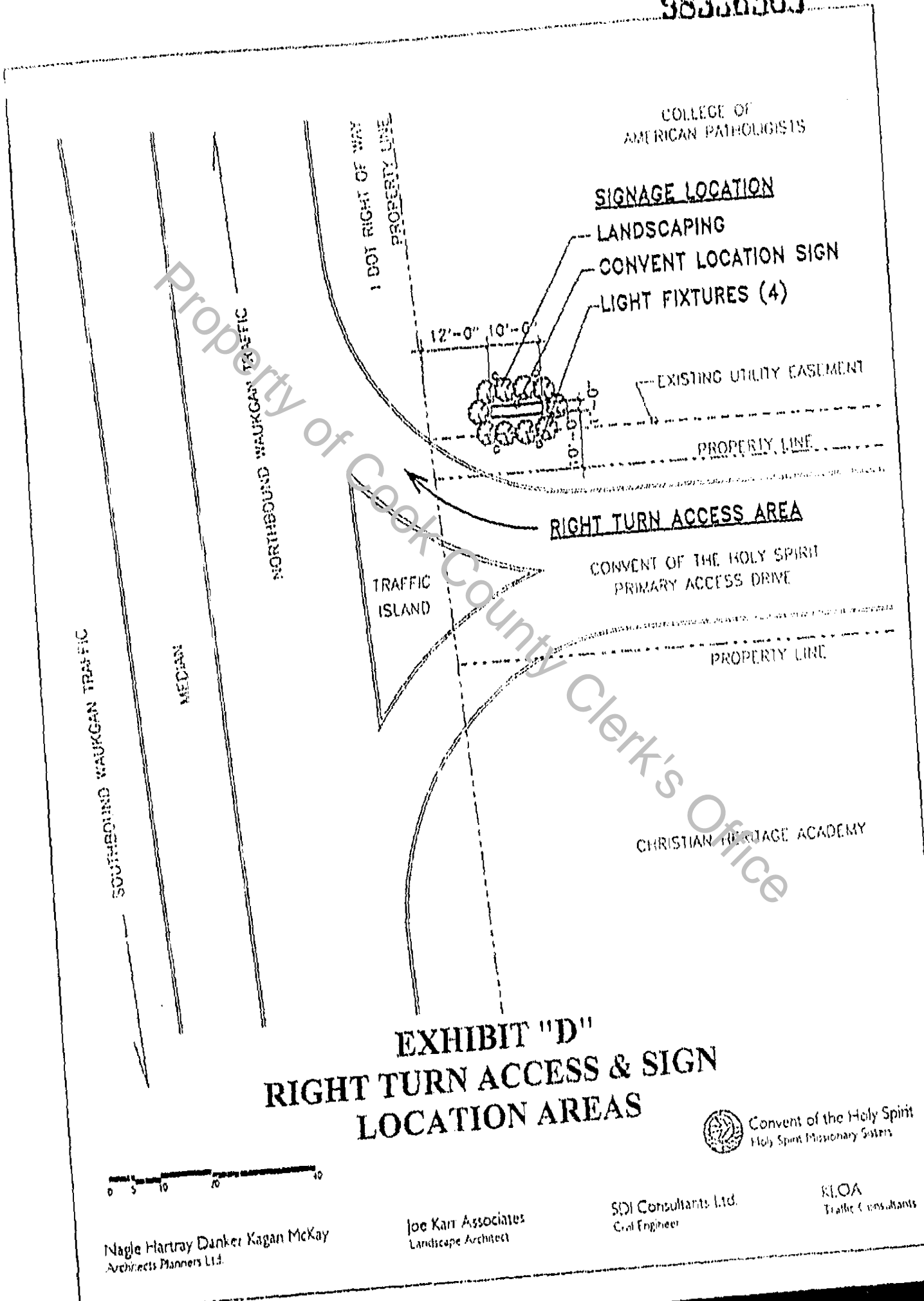


EXHIBIT "D"
RIGHT TURN ACCESS & SIGN
LOCATION AREAS



Nagle Hartray Danker Kagan McKay
 Architects Planners Ltd.

Joe Karr Associates
 Landscape Architect

SDI Consultants Ltd.
 Civil Engineer



Convent of the Holy Spirit
 Holy Spirit Missionary Sisters

KLOA
 Traffic Consultants

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EXHIBIT B

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Legal Description of the CAP Property

Lots 1 and 2 in County Clerk Division of Section 23,
Township 42 North, Range 12 East of the Third Principal Meridian,
according to the Plat thereof recorded October 11, 1876 in Book
11 of Plats, Page 70, as Document No. 106454, Northfield
Township, Cook County, Illinois.

Tax Parcel No. 04-23-201-002⁰⁰⁴

Sennenschlein, Park & Rosenthal
Attn: Lynn Griggs
8000 Sears Tower
Chicago, IL 60606

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