

LEASE AGREEMENT

This Lease Agreement is made and entered into this 24th day of March, 2004, by and between Greenwalt Post Road Urology, LLC, an Indiana liability company, (hereinafter referred to as "Lessor") and Urology of Indiana, LLC, an Indiana limited liability company (hereinafter referred to as "Lessee").

Recitals

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Lessor does hereby lease to Lessee, and Lessee does hereby lease from the Lessor, the premises located at 1270 N. Post Rd. in Indianapolis, Marion County, Indiana, and more particularly described in "Exhibit A" attached hereto, made a part hereof and hereinafter called the "Leased Premises", which consists of approximately 5,000 square feet. The Leased Premises are contained in the building depicted on "Exhibit A" ("Building"). The Building is located on the real estate described in "Exhibit B" attached hereto and made a part hereof ("Real Estate").

ARTICLE 1. TERM

Term of Lease

Section 1.01. The term of this Lease shall be seven (7) years commencing on the 1st day of September, 2004 and ending on the 31st day of August, 2011, unless sooner terminated as herein provided.

Lease Year Defined

Section 1.02. The term "lease year", as used herein, shall mean a period of twelve (12) consecutive full calendar months beginning on January 1st of each year and ending on December 31st of each year. Notwithstanding the foregoing, except as otherwise stated herein, all of the terms and conditions set forth herein shall apply in the same manner to the four and one-half (4-1/2) month period prior to the first lease year and the seven and one-half (7-1/2) month period at the end of the last lease year.

Possession

Section 1.03. Lessor shall deliver possession to Lessee on or before September 1, 2004. In the event Lessor does not deliver possession by September 1, 2004, Lessee shall be entitled to an abatement of rent for the first four (4) months pro-rata. In the event Lessor shall deliver possession prior to September 1, 2004, Lessee agrees to take possession and rent due hereunder shall commence on the date of delivery of possession.

ARTICLE 2. RENT

Minimum Annual Rent

Section 2.01. Lessee agrees to pay to Lessor without any prior demand therefor and without any deduction or setoff whatsoever:

(A) For months 1 – 36 of the Lease, the sum of Eighty-six Thousand Two Hundred and Fifty Dollars (\$86,250.00) in minimum annual rent based upon Seventeen Dollars and Twenty-five Cents (\$17.25) per square foot, which shall be paid in equal monthly installments of Seven Thousand One Hundred Eighty-seven Dollars and Fifteen Cents (\$7,187.50) in advance of the first day of each calendar month for September, 2004 through August, 2007. Said rent shall be payable pro-rata for August 15, 2004. However, in the event possession is delivered to Lessee prior to August 15, 2004, Lessee shall pay rent pro-rata from the date of possession.

24.2007 (B) For months 37 – 84 of the Lease, the sum of Ninety-one Thousand Two Hundred Fifty Dollars (\$91,250.00) in minimum annual rent based upon Eighteen Dollars and Twenty-five Cents (\$18.25) per square foot, which shall be paid in equal monthly installments of Seven Thousand Six Hundred and Four Dollars and Seventeen Cents (\$7,604.17) in advance of the first day of each calendar month for September, 2007 through July, 2011. Said rent shall be payable pro-rata for August 1st through August 14, 2011.

Option to Renew

Section 2.02. Lessee shall have an option to renew this Lease for one (1) term of five (5) years, subject to the terms of this Section 2.02. The Minimum Annual Rent for the option term shall be as follows:

(A) For months 85-108 of the Lease, the sum of Ninety-five Thousand Dollars (\$95,000.00) in Minimum Annual Rent based upon Nineteen Dollars (\$19.00) per square foot, which shall be paid in equal monthly installments of Seven Thousand Nine Hundred Sixteen Dollars and Sixty-seven Cents (\$7,916.67) in advance of the first day of each calendar month for June, 2011 through August, 2013. Said rent shall be payable pro-rata for August 15th through August, 31, 2011.

(B) For months 109-144 of the Lease, the sum of Ninety-six Thousand Two Hundred Fifty Dollars (\$96,250.00) in Minimum Annual Rent based upon

Nineteen Dollars and Twenty-five Cents (\$19.25) per square foot, which shall be paid in equal monthly installments of Eight Thousand Twenty Dollars and Eighty-three Cents (\$8,020.83) in advance of the first day of each calendar month for September, 2013 through July, 2015. Said rent shall be payable pro-rata for August 1st through August 14, 2015.

Notice of intention to exercise the option to renew shall be given to Lessor in writing not less than nine (9) months prior to the expiration of the initial term and, if Lessor fails to receive any such notice within such specified time, this option shall expire and be of no force or effect. The exercise of the option to renew shall be ineffective if at any time prior to the expiration of the initial term Lessee is in default under this Lease, which default has not been cured within any applicable grace period.

Additional Rent

Section 2.03. In addition to the Minimum Rent, Lessee shall pay to Landlord Additional Rent for any Excess Operating Costs, which shall be defined as that amount by which the taxes, assessments, common area maintenance and insurance paid by Lessor shall exceed Two Dollars and Sixty-five Cents (\$2.65) per square foot. Lessor shall furnish to Lessee a written statement setting forth in reasonable detail the Excess Operating Costs for any year for which Additional Rent shall be payable by Lessee, prorated based upon the ratio that Lessee's Leased Premises bears to the total lease space in the building containing Lessee's Leased Premises. Such Additional Rent shall be paid by lessee within thirty (30) days of receipt by Lessee, and shall be payable in the same manner as Minimum Rent as set forth herein. In any year in which the Excess Operating Costs actually paid by Lessor is less than the Additional Rent paid by Lessee, Lessee shall receive a credit for such excess Additional Rent paid, applicable to the following year. In the event of termination of the Lease, such excess applicable Additional Rent may be applied by Lessor to any other amount remaining due to Lessor by Lessee or, in the event no other sum is due, then shall be returned to the Lessee.

Security Deposit

Section 2.04. Lessee shall deposit with Lessor upon execution hereof, a Security Deposit in the amount of Seven Thousand One Hundred Eighty-seven Dollars and Fifty Cents (\$7,187.50) for the faithful performance and observance by Lessee of all of the terms, provisions and conditions of this Lease. At no time is such deposit to be deemed an advance payment of Rent. In the event Lessee defaults in respect of any of the terms, provisions or conditions of this Lease, including, but not limited to, the payment of Minimum and Additional Rent or any other charge payable by Lessee, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Rent or other charge or sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's default in respect of any of the terms, covenants and conditions of

this Lease. Such deposit shall not be a trust fund but may be commingled with the general funds of Lessor, and no interest shall be payable thereon. In the event that any portion of such security deposit is so expended or applied by Lessor, Lessee shall promptly pay to Lessor an amount sufficient to restore such deposit to the original amount thereof. In the event that Lessee shall fully and faithfully comply with the terms, covenants and conditions of this Lease, the security deposit, or so much thereof as to which Lessee may be entitled, shall be returned to Lessee within thirty (30) days after the date fixed as the end of the Lease and after delivery of exclusive possession of the Leased Premises to Lessor in the condition as required herein. In the event of a sale or leasing of the Leased Premises, Lessor shall have the right to transfer the security deposit to the purchaser or lessee and Lessor shall thereupon be released by Lessee from all responsibility or liability for return of such security deposit and Lessee agrees to look to the new party standing in the position of Lessor for the return of said security. Lessee covenants that it will not assign or encumber the right to the return of the monies deposited herein as security, and that neither Lessor nor any successor assignee of Lessor shall be bound by any such purported assignment or encumbrance.

ARTICLE 3. CONDUCT OF BUSINESS

Section 3.01. Lessee shall operate the Leased Premises for the use and purposes for which it is let, that is, as a private medical practice, and for no other purpose, continuously during the term of this agreement. Lessee shall not use the Leased Premises for any purpose that violates any Federal, State or local law or ordinance.

ARTICLE 4. MAINTENANCE, IMPROVEMENTS, WASTE, AND NUISANCE

Maintenance by Lessor

Section 4.01. Lessor shall at its expense and risk, maintain the roof, foundation, and underground exterior plumbing, heating systems, air conditioning equipment, including compressors, and the structural soundness of the exterior walls in good repair and condition, including the reasonable care of landscaping and the regular mowing of grass, and maintenance of the paving outside the building, all of which shall become a part of maintenance subject to Section 2.03 herein.

Tenant Improvements

Section 4.02. Lessor shall construct improvements to the Leased Premises for Lessee as set forth in the drawings from JRA contained in the Lease Proposal attached hereto, made a part hereof and marked "Exhibit C". Such improvements are based upon Forty-six Dollars (\$46.00) per square foot. Any changes or additions to "Exhibit C" made by Lessee and which cause such improvements to exceed Forty-six Dollars (\$46.00) per square foot shall be payable by Lessee upon the date of commencement of this Lease Agreement and shall be paid to Lessor by Lessee

within thirty (30) days after receipt of the invoice for such improvements. Any changes that cause the project to exceed Forty-six Dollars (\$46.00) per square foot would need to be agreed to in writing in advance by both parties. Any unused allowance shall be credited to Lessee's Minimum Annual Rent.

Maintenance by Lessee

Section 4.03. Lessee shall, at its expense and risk, maintain the interior of the Leased Premises including, but not limited to, the interior plumbing, windows, window glass, plate glass, doors and the interior of the Leased Premises in general, including any janitorial service for the Leased Premises.

Waste and Nuisance

Section 4.04. Lessee shall throughout the lease term maintain the building and other improvements constituting the Leased Premises as set forth above and keep them free from waste or nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this Lease in good repair and condition, reasonable wear and tear and damage by fire, tornado, or other casualty excepted. In the event Lessee should neglect reasonably to maintain the Leased Premises, as required above, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefor shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

ARTICLE 5. OBLIGATIONS OF LESSOR AND LESSEE

Taxes and Assessments

Section 5.01. Lessor shall pay all taxes, special assessments, and governmental charges of every character imposed during the term of this Lease on or with respect to the Leased Premises or any part thereof, and all improvements erected thereon, except that Lessor shall not be chargeable with any personal property or other taxes incurred by or attributable to Lessee.

Alterations, Additions, and Improvements

Section 5.02. Lessee shall not make or permit to be made any alterations, improvements or additions to the Premises or any part hereof except by and with the written consent of Lessor. All alterations, improvements and additions to the Leased Premises shall be made in accordance with all applicable laws. Lessee shall be entitled to expand into 2,500 square feet of contiguous space in the building, subject to Section 5.06 herein, and subject to all other terms and conditions of this Lease Agreement with an improvement allowance of Thirty-five Dollars (\$35.00) per square foot. Lessee acknowledges that the Minimum Annual Rent and Additional Rent herein would be adjusted to reflect such additional space at the then current per square foot rate.

Signs

Section 5.03.

- (A) Lessor shall erect a monument sign on the Leased Premises in an area to be agreed upon by Lessor and Lessee, subject to applicable laws and deed restrictions and any approvals of the local zoning and planning authorities, which such sign shall be shared with other tenants in the Building.

One-half (1/2) of the costs and expenses relating to any such sign shall be Lessee's responsibility, but shall be made a part of the Tenant Improvement allowance.

- (B) Lessor shall place Lessee's name on a monument sign located on Post Road.

Utility Charges

Section 5.04. Lessee shall pay all separately metered utility charges for water, telephone, electricity, heat, gas, and power used in the about the Leased Premises, all such charges to be paid by Lessee to the utility company or municipality furnishing the same, before the same shall become delinquent.

HVAC System

Section 5.05. Lessee shall have full use of the HVAC system twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions of this Lease Agreement.

Lessee's Right of First Refusal to Lease

Section 5.06. At any time during the term of this Lease, and as long as Lessee is not in default, Lessor agrees that prior to leasing to a third party any space contiguous to the Leased Premises within the Building, the Lessor shall give notice to Lessee of any such intent to lease. Lessee shall have ten (10) days within which to notify Lessor in writing of its decision to lease any space contiguous to the Leased Premises. If Lessee fails or refuses to exercise its right of first refusal, Lessee shall have waived its right of first refusal and Lessor shall be free to lease such space free and clear of any claim by Lessee. This right shall extend to subsequent offers for any contiguous space.

ARTICLE 6. INDEMNITY AND INSURANCE

Indemnification

Section 6.01. Lessee shall assume all risk and responsibility for accident, injuries, death or damages to person or property and shall hold Lessor harmless and indemnified against any claims, liabilities, losses, cost and expenses (including reasonable attorneys' fees incurred by or imposed on Lessor in connection therewith) arising from or in connection with the condition, use or control of the Leased Premises, including any loading and service areas allocated to the use of Lessee, and including the person and property of Lessee and its employees and all persons in the Leased Premises or the building at its invitation, except to the extent due to the negligence of Lessor. Lessee shall also indemnify Lessor from all liabilities (including all reasonable expenses and attorneys' fees incurred by or imposed on Lessor in connection therewith) to the public and to other tenants in the building arising from any acts or omissions of Lessee.

Insurance - Lessor

Section 6.02. Lessor shall maintain commercial general public liability insurance against damage to persons and property for the Leased Premises. Lessor shall carry during the Term special perils property coverage in the amount of full replacement cost of the building.

Commercial General/Liability Insurance - Lessee

Section 6.03. Lessee shall, during the term, keep in full force and effect policies of commercial general liability insurance (with contractual liability endorsement covering the matters set forth in Section 6.01 above), in companies satisfactory to Lessor licensed to do business in the State of Indiana and with a minimum rating of "A-" from Best Reports, with respect to the Leased Premises and the business operated by Lessee in the Leased Premises, in which both Lessor and Lessee shall be named as parties covered thereby, and in which the combined limits of liability for injury or death to any one person and for injury or death of more than one person in any one accident and for damages to property in an amount of not less than One Million Dollars (\$1,000,000.00). Lessee shall name Lessor as an additional insured on all insurance provided by Lessee as required in this Section 6.03. Lessee shall furnish Lessor with certificates of insurance and all such insurance shall carry a provision providing that it will not be subject to cancellation, termination or change except after at least thirty (30) days' prior written notice to Lessor.

Insurance on Tenant's Property

Section 6.04. Lessee shall maintain in full force and effect throughout the term, and any extensions thereof, special perils property coverage insurance in amounts sufficient to cover one hundred percent (100%) of any property, fixtures, improvements, betterments, equipment,

merchandise, and other personal property of Lessee and Lessee's employees, agents, customers, licensees, and invitees, on a replacement cost basis, it being understood that Lessee will look solely to its insurer for reimbursement. Lessee shall be responsible for providing such special perils property coverage insurance that will cover any and all glass which is a part of the Leased Premises as well as any signage of Lessee. Lessee waives all claims against Lessor as to all property of Lessee, Lessee's employees, agents, customers, licensees and invitees, kept stored upon or about the Leased Premises and shall be so kept or stored at the sole risk of Lessee.

Waiver of Subrogation Rights

Section 6.05. Lessor and Lessee hereby waive and relinquish any and all rights which either might have against the other arising out of loss or damage to the Leased Premises or the building, resulting from fire or other cause normally covered by standard fire insurance (with extended coverage endorsements), whether or not such damage is caused by any alleged negligence of either Lessor or Lessee, their employees, customers, invitees or licensees or any alleged negligence of other parties, their agents, licensees or invitees.

Environmental Provisions

Section 6.06.

(A) Definitions. For purposes of this Lease:

- (1) the term "Environmental Laws" shall mean and include the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act and all applicable state and local environmental laws, ordinances, rules, requirements, regulations and publications, as any of the foregoing may have been or may be from time to time amended, supplemented or supplanted and any and all other federal, state or local laws, ordinances, rules, requirements, regulations and publications, now or hereafter existing, relating to the preservation of the environment or the regulation or control of toxic or hazardous substances or materials; and
- (2) the term "Regulated Substance" shall mean and include any each and all, substances or materials now or hereafter regulated pursuant to any Environmental Laws, including, but not limited to, any such substance or material now or hereafter defined as or deemed to be a "regulated substance," "pesticide", "hazardous substance" or "hazardous waste" or

included in any similar or like classification or categorization thereunder.

(B) Compliance. Lessee shall:

- (1) not cause or permit any Regulated Substance to be placed, held, located, released, transported or disposed on, under, at or from the Leased Premises or to otherwise adversely affect the Leased Premises in violation of any Environmental Laws;
- (2) at its own cost and expense contain at or remove from the Leased Premises, or perform any other necessary or desirable remedial action regarding, any Regulated Substance in any way affecting the Leased Premises if, as and when such containment, removal or other remedial action is required under any Environmental Laws and, whether or not so required, shall perform any containment, removal or remediation of any kind involving any Regulated Substance in any way affecting the Leased Premises in compliance with the requirements of all Environmental Laws;
- (3) provide Lessor with written notice (and a copy as may be applicable) of any of the following within ten (10) days thereof: (i) Lessee's obtaining knowledge or notice of any kind of the presence, or any actual or threatened release, of any Regulated Substance in any way affecting the Premises; (ii) Lessee's receipt or submission, or Lessee's obtaining knowledge or notice of any kind, of any report, citation, notice or other communication from or to any federal, state or local governmental or quasi-governmental authority regarding any Regulated Substance in any way affecting the Premises; or (iii) Lessee's obtaining knowledge or notice of any kind of the incurrence of any cost or expense by any federal, state or local governmental or quasi-governmental authority or any private party in connection with the assessment, monitoring, containment, removal or remediation of any kind of any Regulated Substance in any way affecting the Leased Premises, or of the filing or recording of any lien on the Leased Premises or any portion thereof in connection with any such action or Regulated Substance in any way affecting the Premises; and
- (4) defend all actions against the Lessor and its Mortgagee and pay, protect, indemnify and save harmless Lessor and its Mortgagee from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, attorneys' and consultant's fees, response and clean-up costs, court costs, and litigation expenses), causes of action, suits, claims demands or judgments of any nature relating to (i) the presence, disposal, release or threatened release of any Regulated Substance; (ii) any personal

injury (including wrongful death) or property damage (real or personal) arising out of or relating to any Regulated Substance; or (iii) any Environmental Laws, Regulated Substance or other environmental matters. If at the expiration or other termination of this Lease any response or clean up of a condition involving Regulated Substances is required by any federal, state or local governmental authority, Lessee shall remain solely responsible for such requirement and this Lease shall remain in full force and effect pursuant to the terms of Section 6.01 and 6.06 until such response or clean up is completed to the satisfaction of the respective governmental authority. The indemnity contained in Sections 6.01 and 6.06 shall survive the expiration or earlier termination of this Lease.

ARTICLE 7. DEFAULTS AND REMEDIES

Rights on Lessee's Default

Section 7.01. If Lessee defaults on its covenant to pay rent and such default continues for five (5) days after written notice (time being of the essence of this provision of this Lease), or if Lessee defaults on any other of its obligations under this Lease and such default continues for thirty (30) days after the receipt of written notice of the existence of such default (unless Lessee has commenced to cure such default within such thirty (30) days and, such cure being impossible within thirty (30) days, proceeds to cure such default with due diligence), then Lessor may thereupon take possession of the Leased Premises and relet the same without such action being deemed an acceptance of a surrender of this Lease or in any way terminating Lessee's liability hereunder; and Lessee shall remain liable to pay the Minimum Rent and Additional Rent and other charges herein reserved, less the net amount realized from such reletting, after deduction of any expenses incident to such repossession and reletting, (including without limitation, all attorney fees, leasing commissions, remodeling costs and similar expenses) or Lessor at its option may terminate this Lease. Lessee shall, however, be charged a late fee of ten percent (10%) of any monthly installment of rent unpaid after the 10th of the month in which such rental payment is due, and for every month thereafter in which said rental payment remains unpaid. Should the sum realized from such reletting by Lessor, after deducting the cost of repairs or alterations and the expense of reletting, be less than the Minimum Rent and Additional Rent and other charges reserved herein, Lessee shall pay such deficiency each month upon demand therefore. Lessor shall have the right at any time to file suit to recover any sums which have fallen due under this Lease from time to time on one or more occasions without being obligated to wait until the expiration of the term of this Lease, including, but not limited to, past due Rent, interest, late payment charges, advances, and attorney's fees. Lessor shall also be entitled to recover immediately as damages from Lessee a sum of money equal to the total of the cost of recovering possession of the Leased Premises, the unpaid Rent owed at the time of such termination or repossession, the balance of the Rent for the remainder of the term less the fair market rental value of the Leased Premises for such period, and any other sum of money or

damages owed by Lessee to Lessor (including without limitation, all attorney fees, leasing commissions, remodeling costs and similar expenses).

Bankruptcy

Section 7.02. In the event Lessee:

- (A) is adjudicated a bankrupt;
- (B) has a receiver in equity appointed for its property, and the appointment of such receiver is not set aside in ninety (90) days, or requests or consents to the appointment of a receiver;
- (C) has a trustee in reorganization appointed for its property and the appointment of such trustee is not set aside within ninety (90) days;
- (D) files a voluntary petition for reorganization or arrangement;
- (E) files a voluntary petition for bankruptcy;
- (F) files an answer admitting bankruptcy or agreeing to a reorganization or arrangement;
- (G) makes an assignment for the benefit of its creditors; or
- (H) permits the leasehold interest of Tenant hereunder to be sold pursuant to execution;

then, in any such events, Lessor may, at its option, terminate this Lease and immediately take possession of the Leased Premises, using such force as may be necessary without being deemed guilty of trespass or forcible entry.

Default by Lessee in Performance of Covenants

Section 7.03. In the event Lessee shall be in default on any of the covenants contained herein and such default continues for thirty (30) days after the receipt of written notice of the existence of such default (time being of the essence of this provision of this Lease), Lessor may, but shall not have any obligation to, perform any covenant of Lessee as to which Lessee is in default, and any and all sums paid by Lessor in performance of the covenants, plus interest charges of eighteen percent (18%) per annum for amounts paid, shall be Rent and shall be paid by Lessee as such. No performance by Lessor pursuant to the preceding sentence shall constitute, or be deemed to constitute, a waiver of Lessor of Lessee's default hereunder. All

rental payments as to which Lessee is in default shall bear interest at the rate of eighteen percent (18%) per annum until paid.

Waiver of Lessee's Default

Section 7.04. No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Lessor at any time when Lessee is in default under any covenant or condition hereof, be construed as a waiver of such default or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if at any time Tenant shall be in default in any of its covenants or conditions hereunder an acceptance by Lessor of rental during the continuance of such default or the failure on the part of Lessor promptly to avail itself of such rights or remedies as Lessor may have, shall not be construed as a waiver of such default, but Lessor may at any time thereafter, if such default continues, terminate this Lease on account of such default in the manner hereinabove provided.

Default by Lessor in Performance of Covenants

Section 7.05. Lessor shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice from Lessee to Lessor and the holder of any first mortgage on the Leased Premises properly specifying wherein Lessor has failed to perform any such obligations. Performance by the holder of a first mortgage on the Leased Premises of any obligation of Lessor hereunder shall be deemed to be performance by Lessor. The sole remedy available to Lessee in the event a default by Lessor is not cured within the time permitted herein shall be injunctive relief, and Lessee shall in no event have any right to abate or offset rent or terminate this Lease.

Remedies Cumulative

Section 7.06. The rights and remedies of Lessor shall be cumulative, and no one of them shall be construed as exclusive of any other or of any right or remedy provided by law.

ARTICLE 8. INSPECTION BY LESSOR

Section 8.01. Lessee shall permit Lessor and its agents to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building. Lessor shall give Lessee reasonable

notice prior to such entry unless emergency circumstances exist wherein Lessor must enter to prevent damage to the Leased Premises, to the Real Estate or to any contiguous property.

ARTICLE 9. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

Section 9.01. Lessee shall not assign or sublet its rights pursuant to this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld. In the event Lessor shall consent to any such assignment or sublease, each assignee or subtenant shall assume in writing all of Lessee's obligations under this Lease, and Lessee shall remain liable for each and every obligation under this Lease.

Assignment by Lessor

Section 9.02. Lessor is expressly given the right to assign any or all of its interest under the terms of this Lease.

ARTICLE 10. DESTRUCTION

Partial Destruction

Section 10.01. Should said Leased Premises or the building on said Leased Premises be partially destroyed by any cause not the fault of Lessee or any person in or about said Leased Premises with the consent, express or implied, of Lessee, this Lease shall continue in full force and effect and Lessor, at Lessor's own cost and expense, shall promptly commence the work of repairing and restoring said Leased Premises to their prior condition providing such work can be accomplished under all applicable governmental laws and regulations within ninety (90) working days at a cost not exceeding twenty percent (20%) of the total replacement cost of said Leased Premises.

Total Destruction

Section 10.02. Should said Leased Premises or the building on said Leased Premises be so far destroyed by any cause not the fault of Lessee or any person in or about said Leased Premises with the consent, express or implied, of Lessee that they cannot be repaired or restored to their former condition within ninety (90) working days or at a cost not exceeding fifty percent (50%) of the total replacement cost of said premises, Lessor may at Lessor's option either:

- (A) Continue this Lease in full force and effect by repairing and restoring, at Lessor's own cost and expense, said premises to their former condition; or

- (B) Terminate this Lease by giving Lessee written notice of such termination.

Insurance Proceeds

Section 10.03. Any insurance proceeds received by Lessor because of the total or partial destruction of said Leased Premises or the building on said Leased Premises shall be the sole property of Lessor, free from any claims of Lessee, and may be used by Lessor for whatever purpose Lessor may desire.

Abatement of Rent

Section 10.04. Should Lessor elect under Section 10.02 or be required under Section 10.01 to repair and restore said Leased Premises to their former condition following total or partial destruction of said Leased Premises or the building on said Leased Premises:

- (A) Lessee shall not be entitled to any damages for any loss or inconvenience sustained by Lessee by reason of the making of such repairs and restoration;
- (B) Lessor shall have full right to enter said Leased Premises and take possession of so much of said Leased Premises, including the whole of said Leased Premises, as may be reasonably necessary to enable Lessor promptly and efficiently to carry out the work of repair and restoration; and
- (C) The Minimum Rent payable by Lessee to Lessor pursuant to Section 2.01 shall be abated on the basis of rentable square footage occupied for the time Lessee is prevented from using the whole of said Leased Premises.

ARTICLE 11. CONDEMNATION

Total Condemnation

Section 11.01. Should, during the term of this Lease or any renewal or extension thereof, title and possession of all of said Leased Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, this Lease shall terminate as of 12:01 a.m. of the date actual physical possession of said Leased Premises is taken by the agency or entity exercising the power of eminent domain and both Lessor and Lessee shall thereafter be released from all obligations, except those specified in Section 11.04, under this Lease.

Termination Option for Partial Condemnation

Section 11.02. Should, during the term of this Lease or any renewal or extension thereof, title and possession of only a portion of said Leased Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, Lessee may, at Lessee's option, terminate this Lease if more than twenty percent (20%) of the floor space or more than fifty percent (50%) of the value of said Leased Premises is taken under the power of eminent domain. Lessee shall exercise its option by giving written notice to Lessor within thirty (30) days after actual physical possession of the portion subject to the eminent domain power is taken by the agency or entity exercising that power. This Lease shall terminate as of 12:01 a.m. of the date the notice is deemed given to Lessor but the Minimum Rent specified in Section 2.01 shall be reduced in the manner specified in Section 11.03 from the date of taking to the date of termination of this Lease.

Partial Condemnation Without Termination

Section 11.03. Should Lessee fail to exercise the option described in Section 11.02 or should the portion of said Leased Premises taken under the power of eminent domain be insufficient to give rise to the option described in Section 11.02, then, in that event:

- (A) This Lease shall terminate as to the portion of said Leased Premises taken by eminent domain as of 12:01 a.m. of the day, herein called the "date of taking", actual physical possession of that portion of said Leased Premises is taken by the agency or entity exercising the power of eminent domain;
- (B) The Minimum Rent specified in Section 2.01 shall, after the date of taking, be reduced by an amount that bears the same ratio to the Minimum Rent specified in Section 2.01 that the square footage floor space of the portion of said Leased Premises taken under the power of eminent domain bears to the total square footage floor space of said Leased Premises as of the date of this Lease; and
- (C) Lessor, at Lessor's own cost and expense, shall remodel and reconstruct the building remaining on the portion of said Leased Premises not taken by eminent domain into a single efficient architectural unit as soon after the date of taking, or before, as can be reasonably done; provided, however, that neither the Minimum Rent nor percentage Additional Rent specified in this Lease shall be abated or reduced, except as provided in subparagraph (b) of this section, during such remodeling and reconstruction.

Condemnation Award

Section 11.04. Should, during the term of this Lease or any renewal or extension

thereof, title and possession of all or any portion of said Leased Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, the portion of the compensation or damages for the taking awarded to each of the parties to this Lease shall belong to and be the sole property of the party to whom it is awarded. Lessee shall be entitled to that portion of the compensation or damages awarded for the eminent domain taking that represents: (1) the reasonable value of Lessee's rights under this Lease for the unexpired term of this Lease and (2) the cost or loss sustained by Lessee because of the removal of Lessee's merchandise, trade fixtures, equipment, and furnishings from the portion of said Leased Premises taken by eminent domain.

Arbitration of Condemnation Award

Section 11.05. Should separate awards not be made to Lessor and Lessee for the taking by eminent domain of all or any portion of said Leased Premises, and should Lessor and Lessee be unable to agree on the manner in which the total award is to be divided between them pursuant to Section 11.04, the proper division of the award between Lessor and Lessee shall be settled by arbitration. Each party shall appoint an arbitrator and its two arbitrators so appointed shall, within thirty (30) days after both have been appointed, select a third arbitrator. All costs of arbitration shall be apportioned equally between Lessor and Lessee. The decision of any two of the three arbitrators in writing shall be binding on both Lessor and Lessee. Should no two arbitrators be able to agree within thirty (30) days after appointment of the third arbitrator, the report of the arbitrator most favorable to Lessor and the report of the arbitrator most favorable to Lessee shall both be disregarded and the report of the remaining arbitrator shall be binding on both Lessor and Lessee. Should either Lessor or Lessee fail to appoint an arbitrator within ten (10) days after receiving written notice from the other to so do, the arbitrator selected by the other party shall act for both and his decision in writing shall be binding on both Lessor and Lessee.

ARTICLE 12. MISCELLANEOUS

Notices and Addresses

Section 12.01. All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

Lessor: Greenwalt Post Road Urology, LLC
 215 W. New Rd., Ste. 200
 Greenfield, IN 46140

Lessee: Urology of Indiana, LLC
 679 E. County Line Rd.
 Greenwood, IN 46143

Parties Bound

Section 12.02. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

Applicable Law

Section 12.03. This agreement shall be construed under and in accordance with the laws of the State of Indiana.

Legal Construction

Section 12.04. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Sole Agreement of the Parties

Section 12.05. This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

Amendment

Section 12.06. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Rights and Remedies Cumulative

Section 12.07. The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Waiver of Default

Section 12.08. No waiver of the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver or any other breach of the same or any other term, condition, or covenant contained herein.

Attorney's Fees

Section 12.09. In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

Excuse

Section 12.10. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Time of Essence

Section 12.11. Time is of the essence of this agreement.

Exculpation of Lessor

Section 12.12. If Lessor shall convey title to the demised premises pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignee or successor of Lessee as to any act or omission from and after such conveyance.

Payment of Broker's Commissions

Section 12.13. Lessor represents that G. Bryan Miller of Colliers Turley Martin Tucker has acted as broker for Lessor in connection with this transaction. Lessee represents that Peter Hunzicker and Tom Hadley of Summit Realty Group of Indiana has acted as broker for Lessee in connection with this transaction. Lessor and Lessee agree to defend, indemnify and hold harmless, each as to the other, from and against any party claiming by, through or under Lessor or Lessee for payment of any brokers fees or commissions. Such indemnity obligation shall be deemed to include the payment of reasonable attorney's fees and court costs incurred in defending any such claim.

Recordation

Section 12.14. Either party may record this Lease, or a memorandum thereof.

In Witness Whereof, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

"LESSOR"

"LESSEE"

GREENWALT POST ROAD UROLOGY,
LLC, an Indiana limited liability company

UROLOGY OF INDIANA, LLC

BY: R. Max Greenwalt

BY: D. M. Anderson

ITS: Member

ITS: Board Member

FLORIDA
STATE OF ~~INDIANA~~)

COLLIER) SS:
COUNTY OF ~~HANCOCK~~)

Before me, a Notary Public, in and for said County and State, personally appeared R. MAX GREENWALT, _____ of Greenwalt Post Road Urology, LLC, who acknowledged the execution of the foregoing Lease Agreement, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 24th day of MARCH, 2004.

Madeline Sue Shiffrin
_____, Notary Public

My Commission Expires:

County of Residence: COLLIER

FLORIDA
STATE OF ~~INDIANA~~)

COLLIER) SS:
COUNTY OF COLLIER)



Madeline Sue Shiffrin
My Commission DD181793
Expires February 17, 2007

Before me, a Notary Public, in and for said County and State, personally appeared David Scherdl, the Board Member of Urology of Indiana, LLC, who acknowledged the execution of the foregoing Lease Agreement, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 23 day of March, 2004.

Notary Public
State of Indiana
Clay County

Commission Expires 9-10-06

Alan Hughes
[Signature], Notary Public

My Commission Expires:

County of Residence:

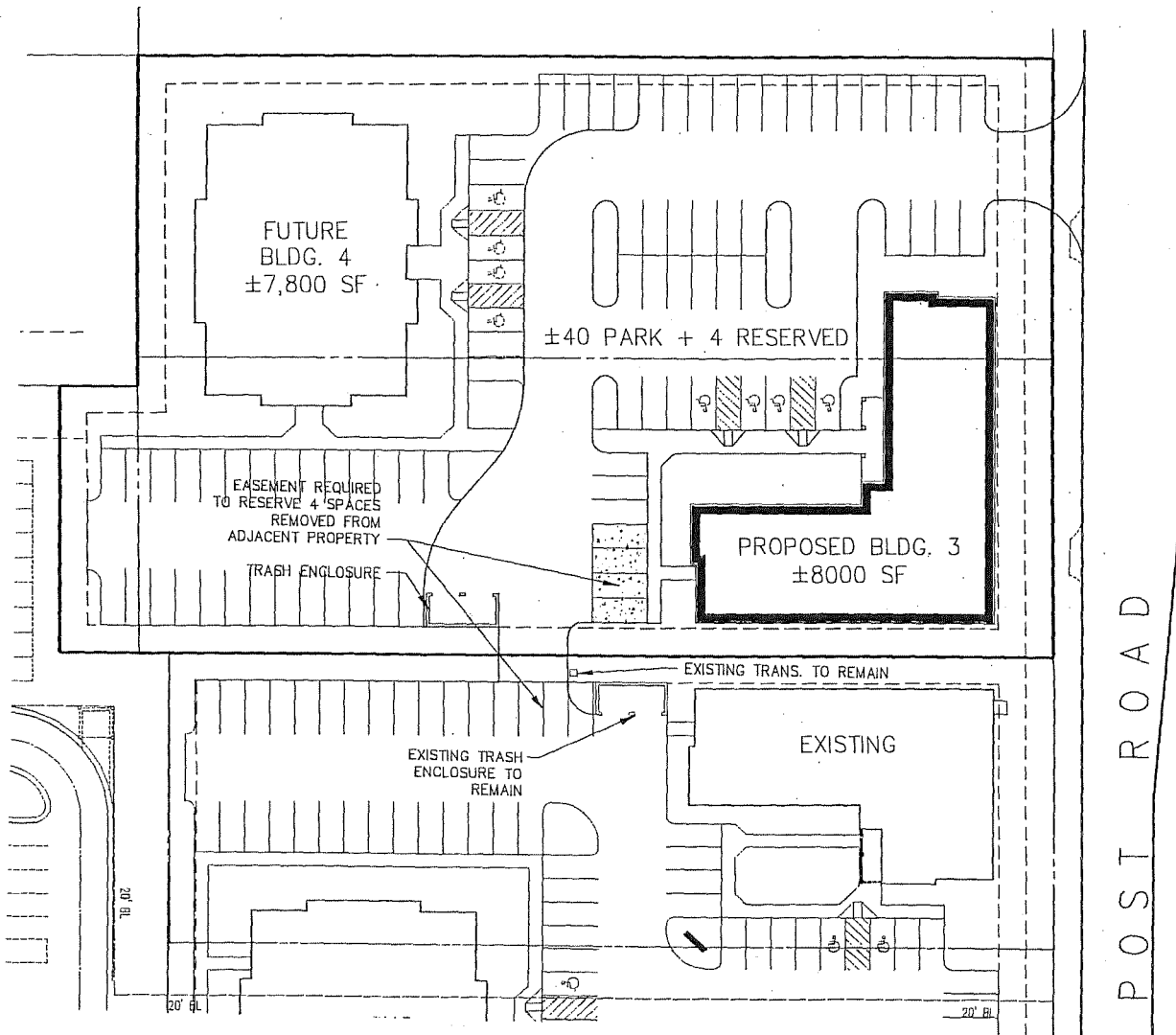
This instrument was prepared by Karin L. Blue, Attorney at Law, whose address is 728 N. State St., P. O. Box 39, Greenfield, Indiana, 46140.

greenwalt/urology of Indiana, llc/lease agree.klb.031904



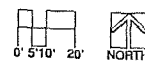
POST ROAD - INDIANAPOLIS, INDIANA
MARCH 17, 2004





UROLOGY OF INDIANA

POST ROAD - INDIANAPOLIS, INDIANA
MARCH 15, 2004



Site Plan

Scale: 1" = 20'-0"

EXHIBIT B



COMMERCE PARK NORTH
215 WEST NEW ROAD SUITE 200
GREENFIELD IN 46140
www.greenwallcorp.com

2020 Peachy Way Suite One, 4200
Indianapolis, Indiana 46240
317.581.1400
FAX 317.581.1470
© 2004 JIA ARCHITECTURE J03004-Y

“EXHIBIT C”

JRA DRAWINGS

Application for Construction Design Release to be filed with the
Division of Fire and Building Services, State of Indiana
on March 24, 2004 to be attached as this “Exhibit C”