

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

15th

day of

May

20 12

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the second amendment to the lease between the Board of Trustees of Boone County Hospital, and CH Allied Services Inc. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

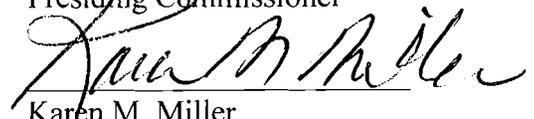
Done this 15th day of May, 2012.

ATTEST:

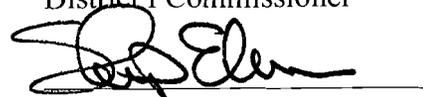
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

SECOND
AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE AGREEMENT is entered into as of May _____, 2012 and amends that certain Amended and Restated Lease which was effective as of the first day of January, 2001 (the "Lease"), by the Board of Trustees of Boone County Hospital, a county hospital organized pursuant to Chapter 205 RSMo. ("Lessor") and CH Allied Services, Inc., a Missouri not-for-profit corporation ("Lessee").

WITNESSETH:

WHEREAS, Boone County ("County") and/or Lessor is the owner of certain improved real property and equipment located principally at 1600 E. Broadway, Columbia, Missouri, said improvement being an acute care general hospital known as Boone Hospital Center (the "Hospital");

WHEREAS, pursuant to Missouri law, Lessor possesses the authority to govern and operate the Hospital and to lease the Hospital and all equipment and to therefore act as lessor of substantially all the real property and equipment of the Hospital, subject to the County's approval;

WHEREAS, pursuant to that certain Amended and Restated Lease Agreement, effective as of January 1, 2001, between Lessor and Lessee, Lessor leased said real property and equipment to Lessee (the "Lease");

WHEREAS, the parties entered into a prior Amendment to the Lease, dated December 27, 2006, and in the prior Amendment the parties established December 31, 2015 as the expiration date; and

WHEREAS, the parties wish to further extend the term of the Lease;

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. CAPITALIZED TERMS. All capitalized words not otherwise herein defined shall have the meanings set forth in the Lease.

2. Paragraph 2(A) of the Lease is amended to read as follows:

2.(A) Term; Renewal. (i) The initial term ("Initial Term") of this Lease shall begin on January 1, 2001 (the "Commencement Date") and shall expire on December 31, 2010, subject to earlier termination pursuant to Section 3 hereof. For purposes of this Lease, references to the termination of this Lease shall include an expiration of this Lease by its terms.

(ii) The Lease Term is hereby extended further through December 31, 2020, subject to earlier termination only pursuant to Section 3.(A)(ii)-(iv) inclusive, and 3.(B), but not Section 3.(A)(i), which is hereby deleted.

(iii) Between December 1 and December 31, 2018, both Lessor and Lessee shall have the option to terminate the Lease, effective as of December 31, 2020, by giving written notice to the other party. If neither party provides such notice, the Lease Term will extend an additional five (5) years, through December 31, 2025. The Lease will then continue to be extended in five (5) year increments, and for each such extension, including the extension through 2025, either party shall have the option to terminate as of the end of such extension, by giving a similar two-year notice (i.e., between December 1 and December 31 of the year that is two (2) years prior to the end of the then-current term), to provide a full two-year notice of termination. The parties acknowledge and agree that the document attached hereto as Exhibit 1 sets forth the benchmarks agreed to in Exhibit H to the 2001 Lease and supersedes the current Schedule H.

3. (i) In the event either party gives a termination notice under revised Section 2.(A)(iii) above, then for the remaining term of the Lease, Lessee shall not increase the level of Information Technology ("IT") capital expenditures for the benefit of BHCF beyond that expended or projected in the prior calendar year, except as appropriate in the ordinary course of business. If Lessee believes an increase in IT expenditures is necessary to ensure quality of care or patient safety, Lessee shall propose such increase to Lessor, for approval (and inclusion of the expenditure under the Lease terms). If Lessor rejects the request, Lessor shall hold Lessee harmless from any claims, damages, or expenses resulting from the failure to make such expenditure, in accordance with the terms of Section 19.(B) of the Lease, to the extent permitted by law.

(ii) During the time between such termination notice and the end of the Lease Term, Lessee and BJC HealthCare will use commercially reasonable efforts, consistent with the capacity of its systems, to assist in transitioning BHCF to its new operator when identified by Lessor to assure equivalent functionality and to assure that all required data is transferred to the new operator to permit continued operations at BHCF without material interruption or loss of function. Without limiting the generality of the foregoing, BJC HealthCare will cooperate with the new operator to facilitate the migration of all data and related IT search and support functions so as to permit an independent third party to obtain searchable access or migration or duplication of data with respect to: (i) the medical records of patients treated at BHCF (consistent with receipt of any required patient consents); (ii) the relevant employment records of staff at BHCF (consistent with any required employee consents); (iii) the credentialing files of BHCF medical staff; (iv) vendor data and (v) other data used in clinical and administrative operations of BHCF, to enable such third party to use, search and access same in a substantially equivalent manner as it was operated by Lessee. If any action, omission or negligence by such third party results in a breach of patient confidentiality, violation of state or federal law, or claim against Lessee, Lessor shall hold Lessee harmless from any claims, damages or expenses resulting from such events, in accordance with the terms of Section 19.(B) of the Lease, to the extent permitted by law. Lessor shall require the Third Party to be responsible for any such claims, damages or expenses and to indemnify (or maintain reasonable insurance naming Lessor

and Lessee as additional insureds) both Lessor and Lessee from and against those claims, damages and expenses relating to acts or omissions of such Third Party. BJC Healthcare will not charge a license fee for continued use of software acquired with BCHF funds except amounts required to be paid to a third party vendor. At Lessor's option, Lessee or BJC (as the case may be) shall also make available to Lessor for a period of up to two (2) years after termination of the Lease all IT services, programs, personnel, or functions which were relocated or outsourced from BCHF to BJC (or a BJC affiliate) during the Lease for a charge or payment equal to the amount which would have been charged to BCHF but for the termination of the Lease for the periods and programs requested (and including any direct expenses resulting from the providing of such services, programs, personnel or functions. In the event the information and communications systems of the new operator and BCHF are not compatible to enable an efficient migration of data, BJC will agree to run parallel and permit communications access for any systems necessary to enable BCHF to continue with the same functionality for a period not to exceed two (2) years after termination of the Lease.

4. (i) Section 5 of the Lease ("Capital Expenditure Commitment") is revised to modify Clause (i) of the third sentence to read as follows:

(i) capital expenditure dollars will be counted in the year they are recorded in accordance with the Hospital audited financial statements, "Statement of Cash Flows," subject to section (ii) below; and capital expenditures for BJC system capital initiatives (e.g., system-wide data center, IMPPACT and other IT systems) will be counted in and allocated to the Capital Expenditure Requirement on a pro-rated basis, consistent with BJC's allocations to its other hospitals, whether or not the assets are recorded on the books of the Hospital. Any such BJC system capital initiatives that represent an "outsourcing" or relocation of services from Boone County also must comply with the applicable requirements of Section 6.(C) and 6.(E)(i and ii) of the Lease. Such allocation shall be on a good faith basis that reflects the actual or estimated use of such asset or service by BCHF and other BJC hospitals and will not include as to BCHF any "overhead" items provided by BJC and its affiliates as part of its management fee; Lessee will report on such methodology to the Trustees at least annually when presenting the financial statements for the prior calendar year.

Clauses (ii) and (iii) of such third sentence remain unchanged.

(ii) A second paragraph is added to Section 5 of the Lease as follows:

For clarity, as to capital expenditures made by BJC for BJC system initiatives not located at BCHF ("Off-Site Capital Item"), a pro-rata portion of the Off-Site Capital Item depreciation expense will be charged to BCHF annually, and will be counted toward the Capital Expenditure Commitment; i.e., the depreciation expense will be the only charge against BCHF revenues. The pro-rata portion of the depreciation expenses charged to BCHF will be determined in a non-discriminatory manner and based on a reasonable metric, consistent with BJC's allocation to and among its other hospitals.

(iii) An example of the operation of the Terms of sections 4(i) and 4(ii) above is attached as Exhibit 2.

5. If Lessor reduces its debt service obligations on outstanding Bonds issued for the benefit of the BHCF assets subject to the Lease (“BHCF Bonds”), and the result is that total debt service on outstanding BHCF Bonds is less than \$10 million in any calendar year, the Lessee will continue to pay \$10 million per year through 2015 toward debt service, and any excess not needed in a year will be held in a sinking fund (the “Bond Fund”) for later debt reduction. Commencing in 2016, Lessee will pay the actual amount due for debt service on all BHCF Bonds. The amounts paid by Lessee toward debt service may be used to accelerate the payment of principal on any such BHCF Bonds. The terms of this section 5 of the Second Amendment constitute an amendment to Section 4.(A)(ii) of the Lease.

BHCF Net Revenues may not be used to retire debt or pay debt service on any debt issued to finance assets that are not included in the Lease or any additional debt issued without Lessee’s approval. The Lessor will not issue any debt secured by BHCF assets subject to the Lease.

New Section 4.(A)(vii): BJC and BHCF plan to participate in the “Accountable Care Organization” (“ACO”) program, and/or similar programs, established under the Affordable Care Act. The goal of such programs is to reduce Medicare costs and improve quality of care. Some decline in Medicare payments may result from such programs, as costs are reduced. Nevertheless, the parties expect that revenues to BHCF from such programs will be allocated among participants in a non-discriminatory manner.

Accordingly, in the event BHCF provides hospital services to any organization controlled or under common control of BJC, or as to which BJC or its controlled affiliates or subsidiaries holds directly or indirectly an equity interest greater than 25%, which contracts with governmental or private payors under an ACO program, (“BJC Accountable Care Organization”) or in the event BHCF is paid on a bundled payment, shared savings, quality incentive or incentives for managing the total cost of care or similar Program in which a BJC Accountable Care Organization participates (a “Bundled Payment Program”), the BJC Accountable Organization will apply a non-discriminatory methodology for determining the portion of revenues paid to BHCF from the Accountable Care Organization or received as part of a Bundled Payment Program (the “ACO Revenues”) that would comprise Net Revenues to BHCF. Lessor may request that such methodology be reviewed by an independent appraiser mutually approved by the parties in the event (i) such ACO Revenues payable to BHCF for equivalent BHCF services for any two full calendar years have declined by more than 10% from the corresponding BHCF Net Revenues for the immediately preceding prior calendar years or (ii) if such BJC Accountable Care Organization retains, as earnings (and specifically excluding investments reasonably required to support participation in said program(s)), more than 2.5% of BHCF Revenues relative to BHCF’s participation in such BJC Accountable Care Organization.

The appraiser shall review the relevant methodology and issue a report as to whether the methodology was non-discriminatory, including the rationale for the findings. In performing the analysis, the appraiser shall consider market conditions and any legal requirements applicable to

the ACO or Bundled Payment Program. If Lessor and Lessee both agree with the report, they shall make any appropriate changes. If Lessor and Lessee do not agree, Lessor shall have the option to terminate the Lease, with two years' prior written notice, to be given within six (6) months after receipt of the final report of the appraiser.

6. In the event of a "shortfall" in net cash in any calendar year (as described in Section 4.(C) of the Lease,) Lessor may use the "50% Fund" established for investment in BHCF and the community to fund 50% of such shortfall. The other 50% of the shortfall shall be paid equally by Lessor and Lessee as described in 4.(C) of the Lease.

7. During 2012, BJC will contribute One million dollars (\$1,000,000) to the County Commission of Boone County for community benefit purposes in the BHC community. Those funds will not be an "Operating Expense" of BHCF under Section 4.(A)(i) of the Lease.

8. Section 4.(C) of the Lease is amended to provide that the additional \$500,000 payment to the County will not be paid from the "cash split," but instead will be a "County Payment" as described in Section 4.(A)(iii) of the Lease, to be paid as an Operating Expense of BHCF. That \$500,000 payment shall be increased, but not decreased, by the Consumer Price Index as described in Section 4.(A)(iii) of the Lease, beginning on December 31, 2012 (the increase to apply to the payment due in 2013). Such amount shall continue to be used by the County for community medical or health needs.

9. Section 12.(B) of the Lease is amended to include in the property to be insured by Lessee the additional property owned by Lessor and described in Exhibit 3 hereto, effective as of June 1, 2012. Lessee also agrees to provide general liability insurance (or self-insurance) for those properties, under the terms of Section 12.(A) of the Lease, effective as of June 1, 2012. Lessor shall be added as an additional insured and/or loss payee under the commercial casualty coverage, if and to the extent permitted by BJC's underwriters. Paragraph 12.(A) is modified by adding the words "or of Lessor" after the word "Lessee" so that it reads "to protect Lessor from claims arising from any act or omission of Lessee or of Lessor or any of their contractors, licensees, invitees, agents, servants or employees, naming Lessor as an additional insured (to the extent permitted under such coverage."

10. As a clarification to both Sections 3.(F) and 7.(F) of the Lease (relating to transfer of personnel and employees upon termination of the Lease), the following term is added to those Sections:

Upon termination of the Lease, Lessee will cooperate with Lessor to facilitate the transfer of all physician agreements related to the Hospital to the successor operator of the Hospital. This will include physician employment agreements, medical director and independent contractor agreements, whether with Lessee or with another BJC-related organization. Lessee will attempt to incorporate into such contracts (as they are entered into or renewed) a term permitting such transfer.

11. GENERAL TERMS

(A) Existing Lease. Except as modified by this Second Amendment to Lease the other provisions of the Lease shall be applicable and in full force and effect and in the event of any conflict between the provisions of the Lease and this Second Amendment to Lease, the provisions of this Second Amendment to Lease shall control. The Lease, as amended, constitutes the entire agreement between the parties with respect to the Leased Property. Any reference to a default under the Lease shall be deemed to refer to a default under the Lease as modified by this Second Amendment to Lease.

(B) Restatement of Lease. The parties will prepare and execute a restatement of the 2001 Lease with all amendments including this Second Amendment to Lease and the 2006 Amendment, as well as the Memorandum of Understanding executed in 2008, which upon execution will supersede this amendment. The purpose of this undertaking is not to change any of the terms of the Lease as amended, but rather to have all effective provisions set forth in one comprehensive document to avoid confusion.

(C) Representations. Each of the undersigned respectively represent to the others that all requisite consents and authorizations have been received to authorize the execution, delivery and performance of this agreement and to make it valid and binding as of the date first above written. This Second Amendment to Lease supersedes all other prior discussions and documents exchanged by the parties relating to the terms of this Second Amendment to Lease, and may be executed in counterparts with each such counterpart comprising one and the same agreement.

IN WITNESS WHEREOF the Lessor and Lessee have executed this Second Amendment to the Amended and Restated Lease on the _____ day of May, 2012.

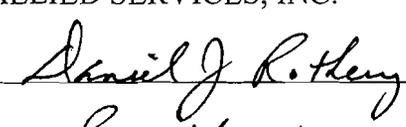
THIS LEASE CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

LESSOR:
BOARD OF TRUSTEES OF
BOONE COUNTY HOSPITAL

By: 

Its: CHAIRMAN

LESSEE:
CH ALLIED SERVICES, INC.

By: 

Its: President

ACKNOWLEDGEMENT AND APPROVAL:

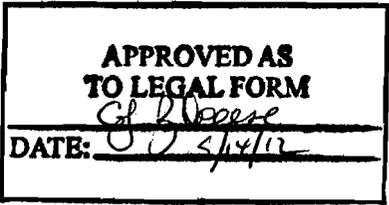
The Boone County Commission hereby approves this Second Amendment to Lease and acknowledges its representations and warranties and all rights, liabilities and obligations under the Amended and Restated Lease and hereby agrees to abide by the terms and conditions applicable to the County.

BOONE COUNTY COMMISSION

By: *Debra K. [Signature]*

Its: Presiding Commissioner

Attest: *Wendy S. [Signature]*



Christian Health Services Development Corporation hereby guarantees Lessee's performance of Lessee's obligations as set forth in the Lease, as amended.

CHRISTIAN HEALTH SERVICES DEVELOPMENT CORPORATION

By: _____

Its: _____

BJC Health System ("BJC") joins this Second Amendment to Lease to acknowledge its agreement to those sections of the Amendment applicable to BJC.

BJC HEALTH SYSTEM

By: _____

Its: _____

Second Amendment to Lease

Exhibit 1

Updated Exhibit H to Lease

Lessee will report to Lessor quarterly on the performance of the Hospital on all BJC “best-in-class” indicators, as in effect during the term of the Lease. Attached as Exhibit 1-A is an example of some of the current indicators. Lessee will attempt to meet or exceed the minimum targets on such indicators as established by BJC for its community hospitals from time to time. If Lessee does not meet the minimum targets for such indicators, Lessee shall develop and implement an action plan or plans to improve its performance. Lessee will report on the results of such action plan(s) to Lessor, but is not required to obtain Lessor’s input on such plan(s) or to describe the internal work done to develop or implement the plan(s).

Second Amendment to Lease

Exhibit 2

Examples

(all numbers are hypothetical, for illustration)

1. Purchase of capital equipment for use at BHC (\$1 Million cost):
 - \$1 Million capital asset on books of BHC; reduces BHC cash by \$1 Million when paid.
 - BHC operating income reduced each year by the amount of annual depreciation, (\$1 Million divided estimated useful life). No cash impact at BJC or BHC; i.e., the annual depreciation relating to such expenditure, does not affect the cash split calculation.
 - \$1 Million counts toward 7% capital expenditure requirement in the year of the purchase.
 - If BHC/BJC lease is terminated, this asset would remain the property of BHC.

2. Acquisition and construction of IT data center by BJC in St. Louis (to serve all BJC hospitals) at a total capital cost of \$35 Million (including construction cost and hardware)
 - \$35 Million capital asset on books of BJC. BJC cash reduced by \$35 million when paid.
 - No capital asset will/can be recorded for this item at BHC.
 - A pro-rata amount of the annual depreciation expense of the total \$35 Million BJC capital expenditure will be charged to all BJC facilities on a non-discriminatory basis. The BHC portion will be treated as a capital expenditure for purposes of determining/calculating the 7% capital expenditure requirement per Section 5 of the Lease. This will reduce BHC cash when the pro-rata amount is charged.

The operating costs of the data center (not included in the capital costs) will be charged to all BJC facilities, including BHC. The allocation of these expenses to these facilities will be determined in a non-discriminatory manner. This will reduce BHC cash by the amount of BHC's pro-rata portion of the operating costs as amounts are charged.

Second Amendment to Lease

Exhibit 3

Property owned by Lessor and to be insured under the Lease:

**Exhibit 3
Appendix A
Boone Hospital Center
Schedule of Locations for Property (Building) and
General Liability Coverage**

Location Name	Address	City	General Liability Coverage ("X" if Yes)	Property (Building) Coverage ("X" if Yes)	Property (Building) (Covered by BJC)	Property (Building) (Covered by Boone Trustees)	Notes
Leased Physician Offices	1021 E. Highway 22	Centralia	X	X	901,000	676,987	Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Office space	103 Ripley Street	Columbia	X				Leased Space - No Real Property Coverage
Parking Garage	11 South William	Columbia	X	X	13,833,000	14,780,756	Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Physician Office/Clinic	1502 - 1506 E. Broadway (Various Offices)	Columbia	X				Leased Space - No Real Property Coverage
Boone Hospital Center (Includes new elevators adding 5/09-4/10 and new room over Ronald Mc. Rm and expansion 2010)	1600 East Broadway	Columbia	X	X	145,055,582		
Pedestrian Bridge (Between Hospital & BMP 2)	1600 East Broadway	Columbia	X	X	1,594,418	1,594,418	Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Pedestrian Bridge (Between Hospital & New Garage)	1600 East Broadway	Columbia	X	X	1,042,000	1,235,275	Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Patient Tower	1600 East Broadway	Columbia	X	X	64,369,000		
William Street Project	1600 East Broadway	Columbia	X	X	3,266,392		
Moberly Specialty Clinic	1600 N. Morley, Suite A-120-B	Moberly	X				Leased Space - No Real Property Coverage
Broadway Medical Plaza 1 Leased Space	1601 East Broadway (Various Offices)	Columbia	X				Trustees own land, Graham Group owns and insures building.
Broadway Medical Plaza 2 Leased Space	1605 E Broadway (Various Offices)	Columbia	X				Trustees own land, Graham Group owns and insures building.

Broadway Medical Plaza 3 Leased Space	1701 East Broadway	Columbia	X	X	6,039,000	4,250,000	Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Parking Garage - North Campus	1703 East Broadway	Columbia	X	X	9,322,519	8,254,581	Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Broadway Medical Plaza 4 Leased Space	1705 East Broadway Tumor Registry, Suite 240	Columbia	X				Trustees own land, Graham Group owns and insures building.
Warehouse & Print Shop	2401 Vandiver	Columbia	X	X	3,053,000		
Ambulance Garage Addition	2401 Vandiver	Columbia	X	X	325,000		
Keene II Radiology Suite Leased	303-305 Keene Street	Columbia	X				Leased Space - No Real Property Coverage
SpaceBerrywood Medical Arts Building	3401 Berrywood Dr, Ste 104	Columbia	X				Leased Space - No Real Property Coverage
Leased Office Space Boone Clinic X-Ray	401 Keene	Columbia	X				Leased Space - No Real Property Coverage (Space was vacated as of 4/30/12)
Boone Hospital Home Care	601 Bus. Loop 70W, Suite 260	Columbia	X				Leased Space - No Real Property Coverage
Oxygen Tank Farm (Concrete pad w/Brick walls)	Walnut Street (b/w William & Old 63)	Columbia	X	X	400,000		
Parking Lot	1510 Bass Avenue	Columbia	X				Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Vacant Land	1700 East Broadway	Columbia	X				Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Vacant Land	Nifong & Forum	Columbia	X				Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Vacant Land	S. Henry Clay Blvd.	Ashland	X				Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12