

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") effective as of January 1, 2019 (the "Effective Date"), is made by and between Genesys Integrated Group Practice, P.C., a Michigan professional corporation ("Assignor") and Ascension Medical Group Genesys, a Michigan nonprofit corporation ("Assignee").

RECITALS

A. Assignor, as successor-by-merger to IGP Company, P.C., a Michigan professional corporation, as landlord, is a party to and bound by certain leases with the tenants and relating to the real properties identified on the attached Exhibit A (collectively, the "Leases"). Full and complete copies of the Leases are attached hereto as Exhibit B and a rent roll for the Leases is attached hereto as Exhibit C.

B. The Leases are being transferred by Assignor to Assignee in connection with a sale to Assignee of the real properties subject to the Leases.

C. Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Leases in consideration of Assignee's assumption of all obligations of Assignor thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT**. Assignor assigns, conveys, and transfers to Assignee all of Assignor's right, title and interest as landlord in and to the Leases, effective as of the Effective Date.

2. **ASSUMPTION**. Assignee consents to the assignment of the Leases and assumes and agrees to perform all of the obligations of the landlord to be performed under the Leases on and after the Effective Date.

3. **COUNTERPARTS; SIGNATURES**. This Agreement may be executed in one or more counterparts, each of which shall be deemed as original, but all of which together constitute one and the same document. Faxed or scanned and electronically transmitted signatures on this Agreement shall be deemed to have the same legal effect as original signatures on this Agreement.

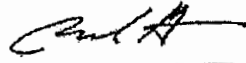
4. **MISCELLANEOUS**. This Agreement may not be amended, modified or terminated orally, and may only be so amended, modified or terminated by an instrument in writing executed by the parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

ALL SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

ASSIGNOR:

Genesys Integrated Group Practice, P.C.,
a Michigan professional corporation

By: 

Name: Paul Garson

Its: Chief Executive Officer

ASSIGNEE:

Ascension Medical Group Genesys,
a Michigan nonprofit corporation

By: _____

Name: _____

Its: _____

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

ASSIGNOR:

Genesys Integrated Group Practice, P.C.,
a Michigan professional corporation

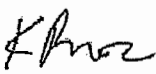
By: _____

Name: _____

Its: _____

ASSIGNEE:

Ascension Medical Group Genesys,
a Michigan nonprofit corporation

By:  _____

Name: Kenneth Berkovitz, MD

Its: President, Michigan Market AMG

14407512

Song, Taehoon

From: Strohmeyer, Daniel
Sent: Wednesday, May 01, 2019 8:37 AM
To: Pavon, Sandy; Sandrik, Lauren; Song, Taehoon; Tomczak, Tammy
Subject: Ascension Medical Group assumption of Genesys Integrated Group
Attachments: 20190412124138949.pdf

Categories: Material Licensing

Good Morning,

Please add to ADAMS for the following:

030-38174 21-32771-01 610783 TRANSFER Genesys Diagnostics

Thank you,
Daniel