

ORIGINAL

E-067-16

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**RECEIVED**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

DEC 07 2016

This Section must be completed for all projects.

Facility/Project IdentificationHEALTH FACILITIES &
SERVICES REVIEW BOARD

Facility Name:	The University of Chicago Medical Center		
Street Address:	5841 South Maryland Avenue		
City and Zip Code:	Chicago, 60637-1470		
County:	Cook	Health Service Area	HAS 6
		Health Planning Area:	A-3

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	The University of Chicago Medical Center
Address:	5841 South Maryland Avenue
Name of Registered Agent:	John Satalic
Name of Chief Executive Officer:	Sharon O'Keefe
CEO Address:	5841 South Maryland Avenue
Telephone Number:	(773) 702-6240

Type of Ownership of Applicant/Co-Applicant

- Non-profit Corporation Partnership
 For-profit Corporation Governmental
 Limited Liability Company Sole Proprietorship Other

- o Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 4 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact

[Person to receive ALL correspondence or inquiries]

Name:	John R. Beberman
Title:	Executive Director, Capital Budget and Control
Company Name:	The University of Chicago Medical Center
Address:	14216 South Meadowview Court, Orland Park, IL 60462-2350
Telephone Number:	(773) 702-1246
E-mail Address:	john.beberman@uchospitals.edu
Fax Number:	(773) 702-8148

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name:	Joe Ourth
Title:	Attorney
Company Name:	Arnstein & Lehr LLP
Address:	120 S. Riverside Plaza, Suite 1200, Chicago, IL 60606
Telephone Number:	(312) 876-7100
E-mail Address:	jourth@arnstein.com
Fax Number:	(312) 876-0288

Post Permit Contact

[Person to receive all correspondence subsequent to permit issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960

Name:	John R. Beberman
Title:	Executive Director, Capital Budget and Control
Company Name:	The University of Chicago Medical Center
Address:	14216 South Meadowview Court, Orland Park, Il 60462-2350
Telephone Number:	(773) 702-1246
E-mail Address:	john.beberman@uchospitals.edu
Fax Number:	(773) 702-8148

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	The University of Chicago Medical Center
Address of Site Owner:	5841 South Maryland Avenue, Chicago, Il 60637
Street Address or Legal Description of Site:	Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Operating Identity/Licensee

[Provide this information for each applicable facility, and insert after this page.]

Exact Legal Name:	The University of Chicago Medical Center		
Address:	5841 South Maryland Avenue, Chicago, Il 60637		
<input checked="" type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship
		<input type="checkbox"/>	Other
<ul style="list-style-type: none"> o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership. 			
APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Organizational Relationships

Provide (for each co-applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT-4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2005-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. This map must be in a readable format. In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 (<http://www.hfsrb.illinois.gov>).

APPEND DOCUMENTATION AS ATTACHMENT -5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

APPEND DOCUMENTATION AS ATTACHMENT-6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

DESCRIPTION OF PROJECT

1. **Project Classification** Not applicable – Certificate of Exemption request

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

Part 1110 Classification: <input type="checkbox"/> Substantive <input type="checkbox"/> Non-substantive

2. Narrative Description

Provide in the space below, a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does **NOT** have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

The certificate of exemption request is to convert 6 transitional care unit beds (NICU Level II) to 6 NICU Level III beds.

In 2001, the Review Board granted the University of Chicago Medical Center ("UCMC") a permit for project #01-006 to build the Comer Children's Hospital, which opened in 2005. This is a tertiary pediatric facility, providing a modern yet child-friendly setting for all inpatient children's health services, including neonatal intensive care, and has 155 beds.

The Neonatal Intensive Care Unit (NICU) at Comer Children's Hospital is among the largest in the Midwest, with over 15,000 patient days in a recent year. UCMC currently operates 24 transitional care beds (NICU Level II) and 47 neonatal intensive care beds (NICU Level III) in Comer Children's Hospital for which it was originally licensed. UCMC is also designated by the Illinois Department of Public Health as its regional perinatal center.

Through this Certificate of Exemption Application, UCMC proposes to convert six (6) existing NICU Level II beds to six (6) NICU Level III beds ("The Project"). If the Project is approved, UCMC would operate 18 NICU Level II beds and 53 NICU Level III beds upon completion.

The reason for the request to add NICU Level III beds is high utilization, which for the 12 months ending October 31, 2016 was 89%. This far exceeds the standard of 75%. Between January and September of 2016 occupancy was so high that the NICU was closed to transfers from outside hospitals on 40 occasions. UCMC is the Perinatal Center of its 13-hospital Perinatal Network and it is incumbent on UCMC to have bed capacity to receive transfers from other Network hospitals. Accounting for the sustained and growing demand for these beds are both transfers from member hospitals within the regional Perinatal Network and an increase in deliveries at UCMC.

The beds to be converted are located on the fourth floor of Comer's Children's Hospital. The project does not involve the demolition of existing buildings, construction of new buildings, or the addition to existing buildings. Project cost is \$962,000 and will be funded with cash.

The Project is eligible for certificate of exemption. Consequently, the information being provided on this application is consistent with what is required for an exemption. UCMC is using the CON application form and addressing Section I as directed by the Review Board staff.

Project Costs and Sources of Funds

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must equal.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	\$3,000		\$3,000
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts			
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees	27,000		27,000
Movable or Other Equipment (not in construction contracts)	932,000		932,000
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$962,000		\$962,000
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$962,000		\$962,000
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$962,000		\$962,000

NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER, AFTER THE LAST PAGE OF THE APPLICATION FORM.

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	
The project involves the establishment of a new facility or a new category of service		
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.		
Estimated start-up costs and operating deficit cost is \$ _____.		

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.	
Indicate the stage of the project's architectural drawings:	
<input checked="" type="checkbox"/> None or not applicable	<input type="checkbox"/> Preliminary
<input type="checkbox"/> Schematics	<input type="checkbox"/> Final Working
Anticipated project completion date (refer to Part 1130.140): _____ January 24, 2019 _____	
Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):	
<input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.	
<input type="checkbox"/> Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies	
<input checked="" type="checkbox"/> Project obligation will occur after permit issuance.	
APPEND DOCUMENTATION AS ATTACHMENT-3 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

State Agency Submittals

Are the following submittals up to date as applicable:
<input checked="" type="checkbox"/> Cancer Registry
<input checked="" type="checkbox"/> APORS
<input checked="" type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
<input checked="" type="checkbox"/> All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Provide in the following format, the department/area **DGSF** or the building/area **BGSF** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

APPEND DOCUMENTATION AS ATTACHMENT-9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Facility Bed Capacity and Utilization

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert following this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which the data are available**. Include **observation days in the patient day totals for each bed service**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

FACILITY NAME: The Univ. of Chicago Medical Center		CITY: Chicago			
REPORTING PERIOD DATES: From: Oct. 31, 2015 to: October 31, 2016					
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical	506	18,405	114,403	0	506
Obstetrics	46	2,541	9,280	0	46
Pediatrics	60	3,426	15,348	0	60
Intensive Care	146	5,265	32,365	0	146
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care	47	841	15,313	6	53
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify))					
TOTALS:	805	30,478	186,709	6	811

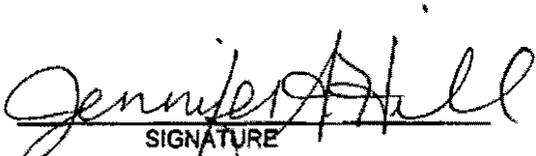
CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manger or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of The University of Chicago Medical Center in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.


 SIGNATURE
 Sharon O'Keefe
 PRINTED NAME
 President
 PRINTED TITLE


 SIGNATURE
 Jennifer Hill
 PRINTED NAME
 Secretary
 PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 5th day of December, 2016

Notarization:
Subscribed and sworn to before me
this 3th day of December, 2016


 Signature of Notary


 Signature of Notary

Seal



Seal





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE UNIVERSITY OF CHICAGO MEDICAL CENTER, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 01, 1986, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of DECEMBER A.D. 2016 .



Authentication #: 1633702652 verifiable until 12/02/2017
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE

ATTACHMENT 1

This instrument was prepared by
And after recording return to:

Amy S. M. Kim
University of Chicago
Office of Legal Counsel
5801 S. Ellis Avenue, Room 503
Chicago, Illinois 60637

SPACE ABOVE THIS LINE
FOR RECORDER'S USE

COMER CHILDREN'S HOSPITAL LEASE AGREEMENT

THIS LEASE AGREEMENT dated as of June 29, 2001 (herein, together with all supplements and amendments hereto made or entered into at any time hereafter, referred to as this "Lease") is made by and between THE UNIVERSITY OF CHICAGO (the "Lessor"), an Illinois not-for-profit corporation, and THE UNIVERSITY OF CHICAGO HOSPITALS (the "Lessee"), an Illinois not-for-profit corporation, who hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 "Affiliation Agreement." Affiliation Agreement shall mean the Affiliation Agreement dated October 1, 1986 entered into between Lessor and Lessee, as the same may be amended, modified or supplemented from time to time.
- 1.2 "Default Interest Rate." Default Interest Rate shall mean the Corporate Base Rate as posted by Bank One NA, or its successor, each day.
- 1.3 "Improvements." Improvements shall mean, at any time, all buildings and any other improvements comprising or located on the premises.
- 1.4 "Loan Agreement." Loan Agreement shall mean the Loan Agreement between Lessee and the Illinois Health Facilities Authority related to the initial 2001 financing for the Comer Children's Hospital.
- 1.5 "Premises." Premises shall mean the real property, buildings, appurtenances and fixtures all as set forth in the legal description contained in Exhibit A.

ARTICLE II

DEMISE

- 2.1 Lease of Property. Upon the terms and conditions hereinafter set forth and in consideration of the payment of the rent hereinafter set forth and of the performance by Lessor and Lessee of each and every one of the covenants and agreements hereinafter

contained to be kept and performed by each of them, Lessor does hereby lease, let and demise unto Lessee, and Lessee does hereby lease of and from Lessor the Premises.

ARTICLE III

TITLE, CONDITION AND USE OF THE LEASED PREMISES

3.1 Title and Condition.

- (a) Except for the express warranty set out in Section 3.1 (b), the Premises are demised and let in their condition as in effect at the commencement of the lease term relating thereto, "as is," and without any representation or warranty by Lessor of any kind as to any matter whatsoever express or implied (including, without limitation, the physical condition thereof).
- (b) Lessor represents and warrants that, as of the date of this Lease, Lessor is the fee owner of the Premises and holds title to such land and Improvements as, and subject to the qualifications and exceptions, shown on the Commitments for Title Insurance (the "Title Reports") prepared by Chicago Title Insurance Company, copies of which have been furnished to Lessee, as they may be subsequently revised with the agreement of the parties.
- (c) LESSOR HAS NOT MADE AN INSPECTION OF THE PREMISES OR OF ANY PROPERTY, FIXTURE, EQUIPMENT OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, OR OTHERWISE. THE PREMISES ARE BEING LEASED "AS IS." ALL WARRANTIES ARE EXPRESSLY WAIVED BY LESSEE. THE PROVISIONS OF THIS SECTION 3.1 ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY AND ALL WARRANTIES (EXCEPT ONLY THE EXPRESS WARRANTY CONTAINED IN SECTION 3.1(b)) BY LESSOR, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES AND ALL PROPERTY, FIXTURES, EQUIPMENT AND OTHER ITEMS CONSTITUTING A PORTION THEREOF.

- 3.2 Use of Premises. Lessee shall manage and operate the facilities on the Premises in a manner consistent with the Affiliation Agreement. The Premises, and every part thereof, shall be used and occupied only for the purpose of building and operating a not-for-profit children's hospital and related outpatient clinics which is supportive of the Lessor's academic and research mission and will provide superior patient care. Lessee may operate certain facilities incidental to the operation of the health care facility such as a cafeteria and a hospital gift shop, unless prohibited from so doing pursuant to Sections 3.3 and 3.4 below.

- 3.3 Certain Uses Prohibited. Except to the extent that such violation will not materially adversely affect the business or financial position or ability to operate of either Lessee or

Lessor, Lessee shall not use or occupy the Premises, or any part thereof, or permit the Premises, or any part thereof, to be used or occupied: contrary to any statute, law, rule, order, ordinance, requirement, regulation, covenant, condition or restriction of record applicable thereto; or in any manner which would violate any certificate of occupancy affecting the same, or which would cause major damage to the improvements. Lessee shall not use or occupy the Premises for any unlawful purpose, or in any manner which would cause, maintain or permit any nuisance or anything against public policy in or about the Premises or any part thereof. Except as necessary for Lessee to conduct its ordinary business as contemplated under this Lease, Lessee will not keep or use on the Premises or any part thereof any inflammable or explosive liquids or materials. Lessee will not commit or suffer to be committed any waste in, upon or about the Premises, or any part thereof. Lessee shall not permit persons under its control to engage in any unlawful activity in or about the Premises, and shall endeavor to prohibit any activity from being conducted on the Premises which is prohibited by the Affiliation Agreement.

- 3.4 Prohibition of Use. If the use or occupancy of the Premises, or any part thereof, should at any time during the term of this Lease be prohibited by law or by ordinance or other governmental regulation, or prevented by injunction, this Lease shall not be thereby terminated, nor shall Lessee be entitled by reason thereof to surrender the premises, nor shall the respective obligations of the parties hereto be otherwise affected.
- 3.5 Requirement of Continued Use. Lessee shall continuously during all of the Lease Term conduct and carry on the uses permitted by Section 3.2 hereof in the premises in a first class, high quality, reputable manner. The provisions of this Section 3.5 obligating the Lessee to occupy and use the Premises at all times shall not apply when Lessee is prevented from doing so by strikes, lockouts or other causes and acts of God beyond the reasonable control of Lessee.
- 3.6 Agreements Affecting the Premises. Lessee shall keep, observe, perform and comply with all covenants, conditions and restrictions in any endowments or instruments of gift or bequest which affect the Premises.
- 3.7 Lessor's Right to Terminate Lessee's Occupancy Upon Abandonment. If Lessee should, for any reason other than a major renovation of the Premises or other than any of the reasons set out in the last sentence of Section 3.5, at any time cease to occupy or use for the uses permitted by Section 3.2 hereof for any period exceeding 90 consecutive days (or for any 90 days within any 120-day period) all or substantially all of any building which comprises part of the Premises, then Lessor has the right (but no obligation), upon written notice to Lessee, to terminate this Lease with respect to such Abandoned Premises (the "Abandoned Premises"), and by such notice to Lessee, such Abandoned Premises shall automatically cease to be a part of the Premises and shall permanently revert to the Lessor, and thereafter, Lessee shall have no rights or obligations with respect to the Abandoned Premises; provided, however, that until receipt of Lessor's notice pursuant to this Section 3.7, Lessee shall have full liability for all obligations under this Lease with respect to the Abandoned Premises.

Further, should Lessee fail to substantially complete construction (so as to permit building occupancy) of the Comer Children's Hospital within 4 years of signing this Lease, this

Lease shall be terminated and possession of the premises, including all improvements located thereon shall be surrendered by Lessee and delivered to Lessor.

ARTICLE IV

TERM

- 4.1 Lease Term. The term of this Lease (the "Lease Term") shall commence on June 29, 2001. The Lease Term shall end upon the earlier of the following events: (a) the termination of the Affiliation Agreement or any extensions thereof, (b) the expiration of the Affiliation Agreement as a result of the exercise of the election not to renew for additional 10 year terms, or (c) Lessor's assumption of Lessee's obligations under any of Lessee's loan agreements with the Illinois Health Facilities Authority pursuant to Section 18.2 of the Lease between the Lessor and Lessee dated as of June 30, 1987, as amended, (the "1987 Lease"), or Section 16.3 of the Center for Advanced Medicine and Pritzker Building Lease Agreement between Lessor and Lessee dated as of June 21, 1993, as amended, (the "DCAM Lease"), unless sooner terminated in accordance with the terms of this Lease.
- 4.2 Possession. At any time during the Lease Term, Lessee shall have the right (subject to the terms and conditions of this Lease) to enter upon, occupy, possess and peaceably and quietly have, hold and enjoy the Premises, provided that Lessor shall retain the right to enter upon the Premises at any time in order to make inspections or to exercise any other rights of Lessor hereunder and further provided that except in the case of emergency, any entry by Lessor pursuant to this Section 4.2 shall not unreasonably interfere with Lessee's use of the Premises.

ARTICLE V

RENT

- 5.1 Basic Rent. Lessee covenants to pay Lessor rent ("Basic Rent") for the Premises for the entire Lease Term in the amount of \$2,654,500.00, all due and payable on June 29, 2001.
- 5.2 Additional Rent.
- (a) Lessee covenants to pay and discharge when the same shall become due or payable, as additional rent hereunder, all of the following (collectively, "Impositions"): each and every cost, tax, assessment and other expense on or with respect to the Premises or any part thereof, or for the payment of which Lessor or Lessee is liable pursuant to any provision of this Lease or by reason of any rights or interest of Lessor or Lessee in this Lease, or any portion thereof or relating to the Premises or any portion thereof, or the operation, maintenance, insurance, alteration, repair, rebuilding, possession, use or occupancy of the Premises or any portion thereof, or by reason of or in any manner connected with or relating to this Lease, or for any other reason, whether similar or dissimilar to the foregoing, foreseen or unforeseen, together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof; provided, however, that nothing herein shall require Lessee to pay any franchise, transfer, Federal net income, Federal profits, single business or other

taxes of Lessor determined on the basis of Lessor's income or revenue, unless such tax is in lieu of or a substitute for any other tax or assessment upon or with respect to the Premises, which if such other tax or assessment were in effect, would be payable by Lessee hereunder.

- (b) Lessee covenants to pay, as additional rent hereunder, all amounts, charges or costs required to be paid by Lessee under this Lease, all in accordance with the provisions of this Lease. All such additional rent, together with all Impositions are sometimes referred to collectively herein as "Additional Rent" and all Additional Rent and Basic Rent are sometimes referred to collectively herein as "Rent."
- (c) In the event of any failure by Lessee timely and fully to pay any Rent when due or to discharge any of the foregoing, Lessor shall have all rights, powers and remedies provided herein, by law, or otherwise, and in addition thereto the right (but without any obligation) to pay and to perform any and all of Lessee's obligations and covenants under this Lease and to receive on demand from Lessee repayment thereof, with interest at the Default Interest Rate.

5.3 Net Lease. This is intended to be a completely "net" lease to Lessor, and the Rent and all other sums payable hereunder by Lessee shall be paid without demand, and without set-off, counterclaim, abatement, suspension, credit, deduction, deferment, defense, diminution or reduction of any kind or for any reason.

ARTICLE VI

IMPOSITIONS AND OTHER LIENS

6.1 Payment by Lessee.

- (a) At Lessee's request, Lessor will apply for real estate tax exemption for the Premises and will charge the expenses of obtaining the exemption to the Lessee.
- (b) Lessee shall cooperate with Lessor in filing or causing to be filed any documentation required to retain the Premises' status as exempt from real estate taxes and shall pay prior to delinquency, as additional rent for the Premises, its share (based on a reasonable allocation thereof determined by Lessor and acceptable to Lessee as between the Premises and any other property on which such taxes or impositions were levied, assessed, or charged, but if the parties cannot agree, the amount allocated to Lessee shall be based on Lessee's proportionate share of the square footage of the premises covered by such taxes or Impositions) of any and all taxes and assessments (general and special), and water rates and other Impositions (ordinary and extraordinary), of every kind and nature whatsoever, which are levied, assessed, charged or imposed upon or with respect to the Premises, or any part thereof, or which become payable during the Lease Term, or any ad valorem taxes assessed thereon or on or in connection with any personal property used in connection therewith which Lessor shall be required to pay, becoming due and payable during or with respect to the term of this Lease.

- (c) Lessee shall also be responsible for and shall pay prior to delinquency any and all taxes, whether or not customary or now within the contemplation of the parties hereto and regardless of whether imposed upon Lessor or Lessee: (i) levied against, upon, measured by or reasonably attributable to any and all equipment, furniture, fixtures and other personal property located in or upon the Premises; (ii) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Lessee of the Premises or any portion thereof; or (iii) upon this transaction. If, at any time during the term, any of the foregoing taxes are included with any tax bills to Lessor or upon or relating to the Premises, then Lessee shall promptly upon notice by Lessor reimburse Lessor for any and all such taxes and such tax or assessment shall for purposes of this Lease be deemed to be taxes or assessments under this Section 6.1 payable by Lessee; provided, however, that if such taxes are included in a bill which also covers property owned by Lessor or property other than the Premises or property other than that within or upon the Premises, Lessee shall pay its share of such tax or assessment based on a reasonable allocation proposed by Lessor and acceptable to Lessee, but if the parties cannot agree, the amount allocated to Lessee shall be based on Lessee's proportionate share of the square footage of the premises covered by such tax or assessment; and provided further, that if the activity of one of the parties alone has resulted in the imposition of the tax or assessment, then that party shall pay the full cost of such tax or assessment.
- (d) If under applicable law any Imposition may at the option of the taxpayer be paid in installments, Lessee may exercise such option, as long as Lessee pays all finance charges, installment payment fees or charges, and similar amounts.
- (e) There shall be excluded from Impositions all Federal or state income taxes, Federal or state excess profit taxes, franchise, capital stock and Federal or state estate or inheritance taxes imposed upon Lessor except insofar as the same may be included within the definition of Additional Rent under Section 5.2.

6.2 Alternative Taxes.

- (a) If at any time during the term of this Lease the method of taxation prevailing at the commencement of the Lease Term hereof shall be altered so that any new tax, assessment, levy, imposition or charge, or any part thereof, shall be measured or be based in whole or in part upon the Lease or Premises, or the Rent, or other income therefrom and shall be imposed upon the Lessor, then all such taxes, assessments, levies, impositions or charges, or the part thereof reasonably allocated by Lessor to this Lease or the Premises, to the extent that they are so measured or based, shall be deemed to be included within the term Impositions for the purposes hereof, to the extent that such Impositions would be payable if the Premises were the only property of Lessor subject to such Impositions, and Lessee shall pay and discharge the same as herein provided in respect of the payment of Impositions.
- (b) Without limiting the generality of the preceding Section 6.2(a), if at any time during the Lease Term a tax, excise, assessment or imposition on rents or income or the privilege of leasing (as lessor or as lessee) real or personal property or other tax however described (a "Rent Tax") is levied or assessed by any governmental unit or

taxing authority, on account of the rents payable or receivable hereunder or the interest of Lessor under this Lease or the privilege of leasing (as lessor or as lessee) real or personal property or otherwise, then Lessee agrees to reimburse Lessor on account thereof for the full amount thereof reasonably allocated by Lessor to this Lease or the Premises.

- 6.3 Evidence of Payment. Lessee shall deliver to Lessor receipts showing the payments of all Impositions and other taxes payable by Lessee hereunder, within thirty days after the earlier to occur of the payment or due date thereof.
- 6.4 Lessor's Right to Pay Impositions on Behalf of Lessee. In the event Lessee shall fail for any reason to make any of the payments required by this Article VI before the same become past due, then Lessor may, at its option, pay the same. The amounts so paid, including reasonable attorneys fees and expenses which are reasonably incurred because of, or in connection with, such payments, together with interest on all of such amounts from the respective dates of payment at the Default Interest Rate, shall be deemed Additional Rent hereunder and shall be paid promptly by Lessee to Lessor. The election of Lessor to make such payments shall not waive the default thus committed by Lessee.
- 6.5 Encumbering Title. Lessee shall not do or suffer to be done any act or omission which shall in any way encumber (or result in the encumbrance of) the title of Lessor in and to the Premises, nor shall the interest or estate of Lessor in the Premises be in any way subject to any mortgage, claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by or of Lessee.
- 6.6 Liens. Lessee shall not permit the Premises to remain subject to any mechanics', laborers', materialmen's or similar lien on account of labor, service or material furnished to, or claimed to have been furnished to, or for the benefit of Lessee or the Premises, except if payment for such labor, service or material is not yet due under the contract in question.
- 6.7 Permitted Contests. Lessee shall not be required to pay any Imposition, or to remove any lien, charge or encumbrance required to be removed under Sections 6.5 and 6.6 hereof, or to comply with any law, ordinance, rule, order, decree, decision, regulation or requirement referred to in Section 3.3 hereof, so long as Lessee shall, in good faith and at its sole cost and expense, be actively contesting the amount or validity thereof, in an appropriate manner and by appropriate legal proceedings which shall operate during the pendency thereof to prevent the sale, estate or interest therein, and provided, that no such contest shall subject Lessor to the risk of any loss or liability. Lessee will indemnify, defend and save Lessor harmless from and against any and all losses, judgments, decrees, liabilities, claims and costs (including, without limitation, attorneys' fees and expenses in connection therewith) which may relate to or result from any such contest.
- 6.8 Notice. Lessor shall promptly deliver to Lessee any notice, bill, assessment or other documentation requiring payment of any tax, imposition or other payment required by this Article VI.

ARTICLE VII

CONSTRUCTION OF COMER CHILDREN'S HOSPITAL

Lessor and Lessee understand that Lessee anticipates building the Comer Children's Hospital (CCH) on the Premises (generally along Maryland Avenue between 57th and 58th Streets). The CCH is expected to have approximately 242,000 gross square feet in seven stories, 100 feet wide by 300 feet long. The CCH will have 155 beds, over 60 percent of which shall be in the neonatal and pediatric intensive care units. The building will include six pediatric operating rooms, general radiography, child life and family support areas, conference rooms and housestaff education space. Construction is expected to commence in October 2001 and continue through May 2004.

ARTICLE VIII

INSURANCE

- 8.1 Maintenance of Insurance. The parties shall procure, and maintain in effect at all times, insurance policies or self-insurance covering the Premises, and the operations conducted thereon, against casualties, contingencies and risks (including but not limited to public liability and employee dishonesty) in amounts not less than customary in the case of corporations engaged in the same or similar activities and similarly situated and adequate to protect the Premises and operations.

Any insurance procured and maintained pursuant to this Article VIII may be obtained jointly by Lessor and Lessee or separately by either party. To the extent insurance is obtained jointly or by Lessor, Lessor shall allocate, on an equitable basis consistent with past practice or acceptable to Lessee, the cost of such policies or self-insurance as between Lessor and Lessee, and Lessee shall pay to Lessor, as Additional Rent, the portion of the cost of such policies or self-insurance so allocated to Lessee by Lessor. To the extent Lessee procures and maintains insurance policies covering the Premises, the entire cost and expense of such policies shall be paid by Lessee and considered to be Additional Rent.

All policies of insurance carried pursuant to this Section shall be maintained in such form and with such companies as shall be approved by Lessor. For those policies procured and maintained by Lessee individually, Lessee agrees to deliver to and keep deposited with Lessor all such policies and renewals thereof, with premiums prepaid, and with loss payable clauses satisfactory to Lessor, and non-cancellation clauses providing for not less than 30 days' written notice to Lessor attached thereto. For those policies procured and maintained by Lessor individually, Lessor agrees to furnish certificates or other documents reasonably required to show such insurance to Lessee or to other interested parties as requested by Lessee.

- 8.2 Mutual Waiver of Subrogation Rights. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured (or hereby required so to insure) hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the

effect thereof is to invalidate such insurance coverage or increase the costs thereof (provided that in the case of increased cost the other party shall have the right, within thirty days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).

ARTICLE IX

MAINTENANCE AND ALTERATIONS

- 9.1 Maintenance. Lessee shall, at its sole cost and expense, at all times keep and maintain the entire Premises (specifically including, without limitation, for each building, the exterior, the interior, the heating, ventilating and air conditioning equipment and system, the building systems, the structure and the roof) in good condition and repair, and in a safe, secure, clean and sanitary condition and, except to the extent that failure to do so will not materially adversely affect Lessee's financial position or its ability to operate its business, in full compliance with all building, fire, health and other applicable laws, codes, ordinances, rules and regulations and conforming to all requirements of any governmental authority having jurisdiction over the Premises. As used herein, each and every obligation of Lessee to keep, maintain and repair shall include, without limitation, all ordinary and extraordinary structural and nonstructural repairs and replacements. Notwithstanding the foregoing, if unanticipated major structural repairs are required within the last five years of the lease term, the parties will attempt to negotiate a reasonable sharing of the cost of such repairs. All repairs, replacements and restoration to any exterior portion of any building, or to any structural portion of any building, shall be done in a manner that has been approved in advance by Lessor. If Lessee does not promptly make such repairs and replacements, Lessor may, but need not, make such repairs and replacements and the amount paid by Lessor for such repairs and replacements shall be deemed Additional Rent reserved under this Lease due and payable upon demand. Lessor may (but shall not be required to) enter the Premises at all reasonable times to make such repairs or alterations as Lessor shall reasonably deem necessary or appropriate for the preservation of the Premises.
- 9.2 Alterations.
- (a) Lessee shall consult with Lessor's Facilities Services department from time to time and apprise them of modifications, alterations, or additions to space or demolishing facilities within the Premises ("Alterations"), and Lessee shall not make any major alterations that have a substantial effect on the nature of activities on the Premises, without the consent of Lessor, which shall not be unreasonably withheld. Lessee shall review plans for such alterations with the Lessor's Facilities Services department to confirm that they conform to reasonable, established architectural criteria for the University campus.
 - (b) Lessee shall, subject to the right to contest as set forth in Section 6.7 hereof, at Lessee's expense, make such repairs and alterations, if any, on the Premises as are expressly required by any governmental authority or which may be made necessary by the act or neglect of Lessee, its employee's agents or contractors, or any persons, firm or corporation, claiming by, through or under Lessee; provided, however, that to the fullest extent permitted by applicable law or governmental order, all such work

shall be done pursuant to the notice, review and approval provisions set forth in Section 9.2 (a).

- (c) Any Alterations, repairs and replacements performed or made by Lessee shall be performed or made in a good, workmanlike manner with good quality, new materials, in accordance with all applicable laws and ordinances, and lien-free.
- (d) Upon completion of any such work by or on behalf of Lessee, Lessee shall provide Lessor with access to such documents as Lessor may reasonably require (including, without limitation, a certificate of occupancy, if such certificates are then issued by the appropriate governmental agency or agencies with respect to projects or work of the type so performed by or on behalf of Lessee, an architect's certificate of completion, and sworn contractors' and subcontractors' statements and supporting final lien waivers) evidencing completion of the work in compliance with applicable laws (and, if relevant, with plans and specifications approved by Lessor) and payment in full for such work, and "as built" working drawings.

9.3 Title to Alterations. All improvements and Alterations installed pursuant to this Lease shall be deemed part of the Premises and the property of Lessor (subject only to Lessee's rights hereunder during the Lease Term); provided, however, that upon expiration of this Lease, Lessee may remove from the Premises, in accordance with the provisions of Section 15.2 hereof, any trade fixtures and personal property which are owned by Lessee.

9.4 Signs. The parties shall agree upon the detailed plans and specifications for any exterior signs on or about the Premises.

ARTICLE X

ASSIGNMENT AND SUBLETTING

10.1 Consent Required.

- (a) Lessee shall not, without Lessor's prior written consent (which Lessor may withhold in Lessor's sole discretion): (i) assign, sell, transfer, convey, pledge, encumber or mortgage this Lease or any interest herein or hereunder; (ii) allow or permit to occur or exist any assignment, sale, transfer, conveyance, pledge, encumbrance or mortgage of, or lien upon or security interest in, this Lease or any part of Lessee's interest herein or hereunder, whether by operation of law or otherwise; (iii) sublet, or cause or permit to occur or exist any subletting of, the Premises or any part thereof; or (iv) permit the use or occupancy of the Premises or any part thereof by anyone other than Lessee, provided however, that if this Lease is assigned to any person or entity pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Bankruptcy Code"), any and all monies and other consideration of any kind whatsoever payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Lessor, shall be and remain the exclusive property of Lessor and shall not constitute property of Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any and all monies or other consideration constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be received and held in trust for the benefit of Lessor and

shall be promptly paid to or turned over to the Lessor. It is understood that, by sublease or other agreement between the parties, Lessee may make available for occupancy by Lessor certain portions of the Premises for specified periods of time under arrangements for payment of maintenance costs and other services furnished by Lessee to Lessor.

- (b) No assignment or subletting, whether or not permitted hereunder, shall relieve Lessee of any of Lessee's obligations, covenants, or agreements hereunder and Lessee shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment or subletting had been made. Any person or entity to whom this Lease is assigned or to whom a sublease is made pursuant to the provisions of the United States Bankruptcy Code shall be deemed without further act or deed to have personally assumed, and agreed personally to be liable for, all of the obligations of the Lessee arising under this Lease on and after the date of such assignment or sublease. Any such assignee or sublessee shall, upon demand, execute and deliver to Lessor an instrument expressly confirming such assumption.

ARTICLE XI

UTILITIES

- 11.1 Utilities. The cost of all utility services to the Premises, including but not limited to gas, water, sewer, electricity and telephone, shall be paid or reimbursed by Lessee; provided, however, that Lessor shall provide (and Lessee agrees to accept and pay for), steam heat and telecommunications and paging services to Lessee in accordance with and on the terms and conditions set out in a separate agreement between Lessor and Lessee. Whenever and wherever reasonably requested by Lessor, Lessee shall, at its expense, install and maintain separate meters for utilities servicing the Improvements. Where utilities are not separately metered, and any utility bill relates to both the Premises and to space which is not part of the Premises, Lessee shall pay its share of such utilities based upon the share thereof reasonably allocated to Lessee by Lessor and acceptable to Lessee, but if the parties cannot agree, the amount allocated to Lessee shall be based on Lessee's proportionate share of the premises served by such utilities. Provided, however, that to the extent, if any, that the Operating Agreement provides for the amount or number of payments by Lessee for or with respect to utility services, those provisions shall govern and control over any inconsistent provisions in this section.

ARTICLE XII

INDEMNITY AND WAIVER

- 12.1 Indemnity. Lessee will protect, indemnify and save harmless Lessor and Lessor's agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of: (a) any failure on the part of the Lessee to perform or comply with any of the terms or provisions of this Lease to be performed by Lessee; or (b) performance of any labor or services or the furnishing of any materials or other property at the request of and on behalf of Lessee or any other person (except only Lessor) in respect of the Premises or any part thereof. In case any action, suit

or proceeding is brought against Lessor or Lessor's trustees, officers, agents, or employees by reason of any such occurrence, Lessee will, at Lessor's election and Lessee's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended, and Lessor shall also have the right to defend and resist the same by its own attorneys. Lessee will not settle or compromise any such matter without Lessor's written consent. Upon demand, Lessee shall reimburse Lessor for any cost incurred as a result of or in connection with any such action, suit or proceeding.

12.2 Waiver of Certain Claims. Lessee waives all claims it may have against Lessor and Lessor's trustees, officers, agents, or employees for damage or injury to person or property sustained by Lessee or any persons claiming through Lessee or by any occupant, patient, visitor, invitee or licensee of Lessee or the Premises, or any part thereof, or by any other person, occurring at, upon, within or about, or resulting from the condition of, any part of the Premises or resulting directly or indirectly from any act or omission of Lessee to the fullest extent permitted by law; provided, however, that nothing contained herein shall relieve Lessor from liability for its own negligence or willful misconduct. The foregoing waiver shall include, without limitation, damage or injury caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors or noise, or caused by bursting or leaking of pipes or plumbing fixtures or unsafe conditions, and shall apply equally whether any such damage or injury results from the act or omission of Lessee or of any other person and whether such damage be caused by or result from any thing or circumstance whether of a like nature or of a wholly different nature. All personal property belonging to Lessee or any other person other than Lessor that is in or on any part of the Premises shall be there at the risk of Lessee or of such other person only, and Lessor shall not be liable for any damage thereto or for the theft or misappropriation thereof.

12.3 Lessor's Indemnity. Lessor will protect, indemnify and save harmless Lessee's agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessee by reason of any failure on the part of Lessor to perform or comply with any of the terms or provisions of this Lease to be performed by Lessor. In case any action, suit or proceeding is brought against Lessee or Lessee's trustees, officers, agents, or employees by reason of any such occurrence, Lessor will, at Lessee's election and Lessor's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended, and Lessee shall also have the right to defend and resist the same by its own attorneys. Lessor will not settle or compromise any such matter without Lessee's written consent. Upon demand, Lessor shall reimburse Lessee for any cost incurred as a result of or in connection with any such action, suit or proceeding.

ARTICLE XIII

INSPECTION

13.1 Inspection. Lessor and Lessor's agents may enter the Premises at any time for the purpose of inspecting the same, or of making repairs which Lessee has failed for any reason to make in accordance with the covenants and agreements of this Lease, and also for the purpose of showing the Premises to persons interested in the programs and activities carried on thereat; provided, however, that except in the case of emergency or if necessary to correct any

unsafe or unsound condition, any entry by Lessor pursuant to this Section 13.1 shall not unreasonably interfere with Lessee's use of the Premises.

ARTICLE XIV

LESSEE'S COVENANTS

14.1 Covenants. Lessee hereby covenants and agrees that:

- (a) Lessee shall: permit access by the Lessor to, and allow the Lessor to copy and make extracts from, the books and records of the Lessee at any time; and permit the Lessor to inspect the properties and operations of the Lessee at any time.
- (b) Lessee shall not enter into any agreement containing any provision which would be violated or breached by the performance of any of its obligations hereunder or under any instrument or document delivered or to be delivered by it hereunder or in connection herewith.

ARTICLE XV

SURRENDER

- 15.1 Surrender. Upon termination of this Lease for any reason, Lessee will at once surrender and deliver up the Premises to Lessor in good condition and repair, reasonable wear and tear excepted. Lessee shall deliver to Lessor keys to all doors on the Premises. All hardware, fixtures (other than trade fixtures), and improvements, in or upon the Premises, shall become Lessor's property and shall remain upon the Premises upon any termination of this Lease, without compensation, allowance or credit to Lessee.
- 15.2 Removal of Lessee's Property. Upon the termination of this Lease, if Lessee is not in default hereunder, Lessee may remove Lessee's trade fixtures, personal property and equipment; provided, however, that Lessee shall repair any injury or damage to the Premises which may result from such removal. Any of Lessee's furniture, machinery, trade fixtures and other items of personal property which Lessee fails to remove from the Premises by the end of the Lease Term may, at Lessor's option, be removed by Lessor and delivered to any other place of business of Lessee or any warehouse, and Lessee shall pay the reasonable cost of such removal (including the repair of any injury or damage to the Premises resulting from such removal), delivery and warehousing to Lessor on demand, with interest at the Default Interest Rate from the tenth day after the demand until paid in full; or Lessor may treat such property as having been conveyed to Lessor with the Lease as a Bill of Sale, without further payment or credit by Lessor to Lessee.
- 15.3 Holding Over. Any holding over of the Premises by Lessee after the expiration of this Lease shall operate and be construed to be a tenancy from month to month only. During any such extended term of this Lease, all of the provisions hereof (including without limitation, those obligating Lessee to pay all Additional Rent) shall govern and apply, except that Lessee shall pay Base Rent to Lessor for such period at the rate of \$100,000.00 per month. Nothing contained in this Section 15.3 shall be construed to give Lessee the right to hold over after

the expiration of this Lease, and Lessor may exercise any and all remedies at law or in equity to recover possession of the Premises.

ARTICLE XVI

DEFAULTS AND REMEDIES

- 16.1 Defaults. Lessee agrees that the occurrence of any one or more of the following events shall constitute an Event of Default for all purposes of this Lease:
- (i) Lessee fails to pay, within 30 days after written notice to Lessee that the same is due and payable, any amount of Rent (including, without limitation, Additional Rent) due hereunder;
 - (ii) Lessee fails to pay, within 30 days after written notice to Lessee that the same is due and payable, any other amount or charge required to be paid by Lessee hereunder;
 - (iii) Lessee fails in any material respect to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed and performed by Lessee, and Lessee fails to completely and fully cure such default within 30 days after notice thereof in writing to Lessee; provided, however, that if such matter cannot be cured within 30 days, then no Event of Default shall be deemed to have occurred with respect thereto so long as cure is commenced immediately and Lessee diligently proceeds to complete cure within a reasonable period of time, and provided further, that no cure period whatsoever shall apply with respect to a hazardous or emergency condition;
 - (iv) Lessee shall become insolvent or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors;
 - (v) Lessee shall file, institute or commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;
 - (vi) Lessee shall take any corporate or other action to authorize any of the actions set forth above in either of the preceding paragraphs (iv) or (v);
 - (vii) Any case, proceeding or other action against the Lessee or any of its property shall be filed, instituted or commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action results in the entry of an order for relief against it which is not fully stayed within 30 days after the entry thereof or remains undismissed for a period of 60 days;

(viii) All or any material part of the interest or estate of Lessee under this Lease is levied upon under execution or is attached under process of law;

(ix) An Event of Default shall have occurred under the 1987 Lease or the DCAM Lease.

16.2 Remedies. Upon the occurrence of any one or more Events of Default, Lessor may, in its discretion, pursue any and all rights and remedies specified in this Lease or available at law or in equity (including, without limitation, an action for damages and for injunctive relief) and may also, in Lessor's discretion, terminate this Lease. Upon termination of this Lease, Lessee shall surrender possession, vacate the Premises immediately and deliver possession thereof to Lessor, and hereby grants to Lessor the full and free right, without demand or notice of any kind to Lessee, to enter into and upon the Premises in such event with or without process of law and to repossess the Premises as the Lessor's former estate and to expel or remove the Lessee and any others who may be occupying or may be within the Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing the Lessor's rights to rent or any other right given to the Lessor hereunder or by operation of law. Upon termination of this Lease, Lessor shall be entitled to recover as damages all Rent (including, without limitation, Additional Rent) and other sums due and payable by Lessee on the date of termination or for or with respect to the period ending on the effective date of such termination, plus interest at the Default Interest Rate, plus the cost of performing any other covenants or obligations Lessee should have performed on or before the effective date of such termination. Lessor may relet all or any part of the Premises and none of the rents or other amounts received by Lessor as a result of any such reletting shall reduce, or be a credit or offset against, the damages and other amounts required to be paid by Lessee to Lessor hereunder with respect to such termination or otherwise, except as required by law.

16.3 Assumption of Loan Agreement Obligations. Notwithstanding anything else contained in this Lease including, without limitation, the provisions of Sections 3.7 and 4.1 hereof, the Lessor or the Lessee shall not be entitled to terminate this Lease for any reason or to exercise its option not to renew the Affiliation Agreement for an additional ten year term upon completion of its initial term unless prior to or concurrently with the termination of the Lease or end of the Lease Term under Section 4.1 hereof as a result of such non-renewal, the Lessor shall have assumed and agreed to perform the obligations of the Lessee under the Loan Agreement in the manner and to the extent provided in the Loan Agreement.

16.4 Lessee's Waiver of Statutory Rights. In the event of any termination of the term of this Lease or any repossession of the Premises pursuant to this Article XVI, Lessee, to the fullest extent permitted by law, waives (a) any notice of re-entry, (b) any right of redemption, re-entry or repossession, and (c) the benefits of any laws now or hereafter in force exempting property from liability for rent or for debt.

16.5 Remedies Cumulative. No right or remedy of Lessor shall be considered to exclude or suspend any other remedy. All rights and remedies of the Lessor shall be cumulative and shall be in addition to every other remedy. Every such power, right and remedy may be exercised from time to time, together or successively, and so often as Lessor chooses.

If to Lessee: The President
The University of Chicago Hospitals
5841 South Maryland Avenue
Chicago, Illinois 60637

with a copy to: The General Counsel
The University of Chicago Hospitals
5841 South Maryland Avenue
AMB G-108 (MC 1132)
Chicago, Illinois 60637

or at such address in the City of Chicago as either party may designate, in a notice duly given to the other party, as its address for the receipt of notices hereunder.

- 17.4 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto or by any other person as creating the relationship of principal and agent, or of partnership or joint venture, or any other relationship other than that of landlord and tenant, by the parties hereto.
- 17.5 Attorneys' Fees. In the event that either party retains an attorney to enforce this Lease or any term, covenant or condition hereunder or to collect any Rent or any other amount due or payable under this Lease or to recover possession of the Premises, or files any action or proceeding under or relating to this Lease, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and court costs incurred in connection therewith.
- 17.6 No Brokers. Lessor and Lessee each represents and warrants to the other that it has dealt with no broker in connection with this transaction. Each party hereto agrees to indemnify and hold the other harmless from and against any and all damage, liability, loss, expense and claims arising from the incorrectness of this warranty.
- 17.7 Entire Agreement. This Lease (including any Exhibits hereto, which are made a part hereof), the agreement concerning the provision of steam described in Section 11.1 hereof, and any other agreement specifically identified or described in this Lease, contains all of the understandings and agreements between the parties hereto with respect to the Premises and the subject matter hereof.
- 17.8 Applicable Law. This Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.
- 17.9 Covenants Binding on Successors; No Third Party Beneficiaries. All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns; provided, however, that this sentence shall not be construed as restricting or limiting in any way the provisions of Article X hereof, which shall govern and control over any inconsistent provisions of this Section 17.9. No person, firm, corporation, entity, or governmental authority other than the parties hereto and their respective successors and assigns shall have or may enforce any right, benefit, claim or privilege under or as a result of this Lease or any covenants, agreement, condition or undertaking in this Lease, it being the

express intention of the parties that there not be any third party beneficiaries of this Lease or any provision hereof.

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Lease as of the day and year first above written, pursuant to proper authority duly granted.

Lessor:

THE UNIVERSITY OF CHICAGO, an Illinois corporation

Attest:

Kenneth Schefe
Secretary

By *P. Woodworth*
Patricia A. Woodworth
Its Vice President and
Chief Financial Officer

Lessee:

THE UNIVERSITY OF CHICAGO HOSPITALS,
an Illinois corporation

Attest:

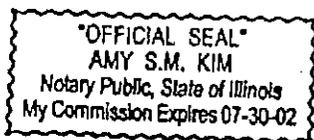
Michael Ketter
Secretary

By *[Signature]*
Its President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Amy S. M. Kim, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Patricia A. Woodworth and Kineret S. Jaffe, personally know to me to be the same persons whose name are, respectively, Vice President and Chief Financial Officer and Secretary of THE UNIVERSITY OF CHICAGO, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of September, 2001.



Amy S. M. Kim
Notary Public in and for Cook County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Gregoria Velazquez, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Michael Koetting and Michael Riordan, personally know to me to be the same persons whose name are, respectively, Secretary and President of THE UNIVERSITY OF CHICAGO HOSPITALS, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of September, 2001.



Gregoria Velazquez
Notary Public in and for Cook County, Illinois

EXHIBIT A

Parcel 1

LOTS 5 TO 8, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF THE NORTH 11 FEET OF LOTS 42 AND ALL OF LOTS 43 TO 50 IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1910 AS DOCUMENT 4589769;

ALSO

LOTS 1 TO 10, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF LOT 32 (EXCEPT THE SOUTH 6 FEET THEREOF) AND ALL OF LOTS 33 TO 41, BOTH INCLUSIVE, AND LOT 42 (EXCEPT THE NORTH 11 FEET THEREOF) IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108;

TOGETHER WITH

LOTS 26 TO 31, BOTH INCLUSIVE, AND THE SOUTH 6 FEET OF LOT 32 IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1868 IN BOOK 167, PAGE 178 AS DOCUMENT NUMBER 186893,

ALL IN COOK COUNTY, ILLINOIS,

CONTAINING 53,161 SQUARE FEET (1.22041 ACRES) OF LAND, MORE OR LESS.

Parcel 2

ALL THAT PART OF THE 16 FOOT ALLEY LYING EAST OF AND ADJACENT TO LOTS 5 THRU 8, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1910 AS DOCUMENT NUMBER 4589769, AND LOTS 1 THRU 10, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108, AND LOTS 26 THRU 31, INCLUSIVE, AND THAT PART OF LOT 32 LYING SOUTH OF THE SOUTH LINE OF SAID HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108; ALL IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 7,961 SQUARE FEET (0.18276 ACRES) OF LAND, MORE OR LESS.

Parcel 3

ALL THAT PART OF LOTS 11 THRU 21, INCLUSIVE, IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 21 IN SAID BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION;

THENCE NORTH 00 DEGREES 02 MINUTES 18 SECONDS EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF SAID BLOCK 11, SAID EAST LINE OF BLOCK 11 BEING ALSO THE WEST LINE OF SOUTH DREXEL AVENUE, A DISTANCE OF 96.11 FEET TO THE SOUTHEAST CORNER OF LOT 17 IN SAID BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION;

THENCE NORTH 89 DEGREES 50 MINUTES 06 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 105.33 FEET TO A POINT;

THENCE NORTH 00 DEGREES 02 MINUTES 17 SECONDS EAST ALONG A LINE 25.08 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 15, 16 AND 17 IN SAID BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION, A DISTANCE OF 56.47 FEET TO A POINT;

THENCE NORTH 58 DEGREES 04 MINUTES 11 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 13.06 FEET TO A POINT;

THENCE SOUTH 81 DEGREES 33 MINUTES 11 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 42.10 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 52 MINUTES 09 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 52.61 FEET TO A POINT OF THE EAST LINE OF SAID BLOCK 11;

THENCE NORTH 00 DEGREES 02 MINUTES 18 SECONDS EAST ALONG SAID EAST LINE OF BLOCK 11, A DISTANCE OF 12.00 FEET TO A POINT, SAID POINT BEING 1.38 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 15 IN SAID BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION;

THENCE NORTH 89 DEGREES 52 MINUTES 09 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 51.72 FEET TO A POINT;

THENCE NORTH 81 DEGREES 33 MINUTES 11 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 42.38 FEET TO A POINT OF CURVE;

THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED LINE, AND HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 21.35 FEET TO A POINT;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 33.89 FEET TO A POINT OF CURVE;

THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, TANGENT TO THE LAST DESCRIBED LINE, AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 28.51 FEET TO A POINT OF REVERSE CURVE;

THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED ARC, AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 13.64 FEET TO A POINT OF COMPOUND CURVE;

THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED ARC, AND HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 9.93 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF THE ALLEY IN BLOCK 11 AT THE NORTHWEST CORNER OF LOT 11 IN AFORESAID BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION;

THENCE SOUTH 00 DEGREES 02 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF LOTS 11 THROUGH 21, BOTH INCLUSIVE, IN SAID BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION, A DISTANCE OF 264.27 FEET TO THE SOUTHWEST CORNER OF SAID LOT 21;

THENCE SOUTH 89 DEGREES 50 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 130.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 17,510 SQUARE FEET (0.40197 ACRES) OF LAND, MORE OR LESS.

PINS: 20-14-114-005-0000
20-14-114-006-0000
20-14-114-007-0000
20-14-114-008-0000
20-14-114-009-0000
20-14-114-010-0000
20-14-114-011-0000
20-14-114-012-0000
20-14-114-013-0000
20-14-114-014-0000
20-14-114-015-0000
20-14-114-016-0000
20-14-114-017-0000
20-14-114-018-0000
20-14-114-019-0000
20-14-114-020-0000
20-14-114-021-0000
20-14-114-022-0000
20-14-114-023-0000
20-14-114-024-0000
20-14-114-034-0000

20-14-114-030-0000 (partial thereof; see legal description above)
20-14-114-031-0000 (partial thereof; see legal description above)
20-14-114-036-0000 (partial thereof; see legal description above)

This instrument was prepared by
And after recording return to:

Russell Herros
University of Chicago
Office of Legal Counsel
5801 S. Ellis Avenue, Room 503
Chicago, Illinois 60637



Doc#: 0634019071 Fee: \$34.60
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/08/2006 02:22 PM Pg: 1 of 6

SPACE ABOVE THIS LINE
FOR RECORDER'S USE

FIRST AMENDMENT
to
COMER CHILDREN'S HOSPITAL LEASE AGREEMENT
between
THE UNIVERSITY OF CHICAGO
and
THE UNIVERSITY OF CHICAGO HOSPITALS

This First Amendment (the "First Amendment") supplements and amends the Comer Children's Hospital Lease Agreement dated as of June 29, 2001, between The University of Chicago (the "Lessor") and The University of Chicago Hospitals (the "Lessee"), which was recorded on October 1, 2001, as Document No. 0010912106. This First Amendment shall be effective as of November 1, 2004. The original Lease Agreement as amended is referred to herein as the "Lease."

Section I. Premises

The Lessor and the Lessee wish to amend the Lease in order to add various properties along Drexel Avenue between 57th and 58th Streets, commonly known as 5724-26 S. Drexel, 5728-30 S. Drexel, 5734-38 S. Drexel, and 5742-48 S. Drexel (the "Drexel Properties"), to the leased Premises. The Lessor and Lessee understand that the First Amendment is necessary, in part to include the land on which one of the caissons supporting the foundation of the University of Chicago Comer Children's Hospital (the "Comer Children's Hospital") was built. Lessee will also construct a new four-story wing of the Comer Children's Hospital on the Drexel Properties with a footprint of 24,500 square feet. The first floor will house a Pediatric Emergency Department (the "Pediatric ED") with eighteen treatment stations and 10 specialized treatment rooms. Construction began in May 2005 and will continue through December 2006. The upper floors of the Pediatric ED will be incorporated into a new surgical pavilion for which construction is scheduled to begin in 2007. The Lessor and the Lessee therefore agree as follows:

- A. Section 1.5 of the Lease is amended to add the Drexel Properties to the Premises. Exhibit A to the Lease is replaced by Exhibit A attached to this First Amendment and the property described therein shall therefore become the demised Premises.
- B. The Lessee will pay all costs and expenses associated with the Drexel Properties including real estate taxes and insurance. At the Lessee's request, the Lessor will apply for real estate tax exemption for the demised premises and will charge the

expenses of obtaining the exemption to the Lessee.

C. Section 4.1 of the Lease is amended in its entirety to read as follows:

"4.1 Lease Term. The term of this Lease (the "Lease Term") shall commence on June 29, 2001. The Lease Term shall end upon the earlier of the following events: (a) the termination of the Affiliation Agreement or any extensions thereof, (b) the expiration of the Affiliation Agreement as a result of the exercise of the election not to renew for additional 10 year terms, or (c) Lessor's assumption of Lessee's obligations under Lessee's loan agreements and similar financing agreements with the Illinois Health Facilities Authority, or its successors, the Illinois Educational Facilities Authority, or its successors, and the Illinois Finance Authority, or its successors, pursuant to Section 18.2 of the Lease between the Lessor and Lessee dated as of June 30, 1987, as amended (the "1987 Lease"), Section 16.3 of the Center for Advanced Medicine and Pritzker Building Lease Agreement between Lessor and Lessee dated as of June 21, 1993, as amended (the "CAM Lease"), and Section 16.3 of this Lease, unless sooner terminated in accordance with the terms of this Lease.

Section II. Lessee Borrowings

The parties recognize that it is necessary to amend the Lease in order to enable Lessee to borrow funds from the Illinois Finance Authority, as successor to the Illinois Educational Facilities Authority (which will obtain such funds through a commercial paper issue), to enable the Lessee to construct and equip the Pediatric ED. The parties therefore agree as follows:

Section 1.4 of the Lease is amended in its entirety to read as follows:

1.4 "Loan Agreement" means, collectively, (i) the Loan Agreement between the Lessee and the Illinois Health Facilities Authority, or its successor, related to the initial 2001 financing for the Comer Children's Hospital, (ii) the Loan Agreement between the Lessee and the Illinois Health Facilities Authority, or its successor, dated as of August 1, 2003, and (iii) the payment obligations under the Promissory Note of the Lessee described in the Security Agreement dated as of November 1, 1998, as amended by the First Supplemental Security Agreement dated as of September 1, 2005, each between the Lessee and the Illinois Educational Facilities Authority, or its successor, and, in the case of each of the foregoing clauses, as such agreements or Note may be from time to time amended or supplemented in accordance with the provisions thereof.

All other provisions of the Lease shall remain in full force and effect.

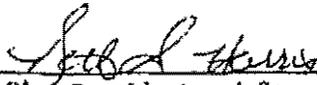
IN WITNESS WHEREOF, the Lessor and the Lessee have executed and delivered this First Amendment to the Lease as of Sept. 29, 2005 pursuant to proper authority duly granted.

Lessor:

THE UNIVERSITY OF CHICAGO

ATTEST:

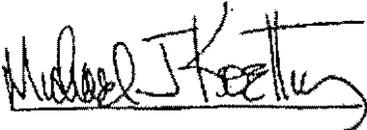


By: 
Its: Vice President and General Counsel

Lessee:

THE UNIVERSITY OF CHICAGO HOSPITALS

ATTEST:

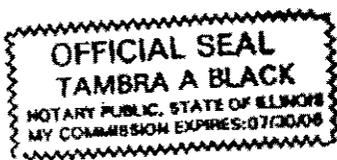


By: 
Its: Executive Vice President & Chief Operating Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Tambra A. Black, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Beth A. Harris, personally known to me to be the VP & General Counsel of THE UNIVERSITY OF CHICAGO, an Illinois not-for-profit corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such VP & General Counsel of such corporation, she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth and pursuant to such corporation's authority.

GIVEN under my hand and Notarial Seal this 29th day of September, 2005.

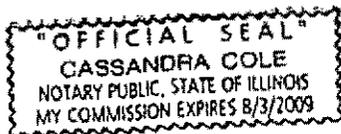


Tambra A. Black
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Cassandra Cole, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth P. Kates, personally known to me to be the Exec. VP & COO of THE UNIVERSITY OF CHICAGO HOSPITALS, an Illinois not-for-profit corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Exec. VP & COO of such corporation, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth and pursuant to such corporation's authority.

GIVEN under my hand and Notarial Seal this 29th day of September, 2005.



Cassandra Cole
Notary Public

EXHIBIT A

Parcel 1

LOTS 5 TO 8, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF THE NORTH 11 FEET OF LOTS 42 AND ALL OF LOTS 43 TO 50 IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1910 AS DOCUMENT 458769;

ALSO

LOTS 1 TO 10, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF LOT 32 (EXCEPT THE SOUTH 6 FEET THEREOF) AND ALL OF LOTS 33 TO 41, BOTH INCLUSIVE, AND LOT 42 (EXCEPT THE NORTH 11 FEET THEREOF) IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISIONS OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108;

TOGETHER WITH

LOTS 26 TO 31, BOTH INCLUSIVE, AND THE SOUTH 6 FEET OF LOT 32 IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1868 IN BOOK 167, PAGE 178 AS DOCUMENT NUMBER 186893.

ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 53,161 SQUARE FEET (1.22041 ACRES) OF LAND, MORE OR LESS.

Parcel 2

ALL THAT PART OF THE 16 FOOT ALLEY LYING EAST OF AND ADJACENT TO LOTS 5 THRU 8, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1910 AS DOCUMENT NUMBER 458769, AND LOTS 1 THRU 10, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108, AND LOTS 26 THRU 31, INCLUSIVE, AND THAT PART OF LOT 32 LYING SOUTH OF THE SOUTH LINE OF SAID HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT 4788108;

ALL IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 7,961 SQUARE FEET (0.18276 ACRES) OF LAND, MORE OR LESS.

Parcel 3

ALL OF LOTS 10 THROUGH 21, BOTH INCLUSIVE, IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 37,601 SQUARE FEET (0.8648 ACRES) OF LAND, MORE OR LESS.

PINS: 20-14-114-005-0000
20-14-114-006-0000
20-14-114-007-0000
20-14-114-008-0000
20-14-114-009-0000
20-14-114-010-0000
20-14-114-011-0000
20-14-114-012-0000
20-14-114-013-0000
20-14-114-014-0000
20-14-114-015-0000
20-14-114-016-0000
20-14-114-017-0000
20-14-114-018-0000
20-14-114-019-0000
20-14-114-020-0000
20-14-114-021-0000
20-14-114-022-0000
20-14-114-023-0000
20-14-114-024-0000
20-14-114-034-0000
20-14-114-030-0000
20-14-114-031-0000
20-14-114-036-0000

This instrument was prepared by
and after recording return to:

Elizabeth F. Weber
Katten Muchin Rosenman L.L.P.
525 West Monroe Street
Chicago, Illinois 60661-3693

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

SECOND AMENDMENT
to
COMER CHILDREN'S HOSPITAL LEASE AGREEMENT
between
THE UNIVERSITY OF CHICAGO
and
THE UNIVERSITY OF CHICAGO MEDICAL CENTER

This Second Amendment (the "Second Amendment") supplements and amends that certain Comer Children's Hospital Lease Agreement dated as of June 29, 2001, between The University of Chicago (the "Lessor") and The University of Chicago Medical Center, formerly known as The University of Chicago Hospitals (the "Lessee"), which was recorded on October 1, 2001, as Document No. 001912106, as heretofore amended by the First Amendment dated as of September 25, 2005, relating to the real property described in Exhibit A hereto. This Second Amendment shall be effective as of February 12, 2009. The original Lease Agreement as amended is referred to herein as the "Lease".

The parties recognize that it is desirable to amend the Lease in order to enable Lessee to borrow funds from the Illinois Finance Authority (which will obtain such funds through a bond issue) in order to refinance certain existing borrowings of the Lessee and pay related costs. The parties therefore agree as follows:

1. Section 1.4 of the Lease is amended in its entirety to read as follows:

1.4 "Loan Agreement". Loan Agreement means, collectively, (i) the Loan Agreement dated as of August 1, 2001 between Lessee and the Illinois Finance Authority, as successor to the Illinois Health Facilities Authority, related to the Illinois Health Facilities Authority Variable Rate Demand Revenue Bonds, Series 2001 (The University of Chicago Hospitals and Health System), the initial financing for the Comer Children's Hospital and (ii) the payment obligations under the Promissory Note (as amended and restated) of the Lessee described in the Security Agreement dated as of November 1, 1998, as heretofore amended by the First Supplemental Security Agreement dated as of September 1, 2005 and the Second Supplemental Security Agreement dated as of April 1, 2007, each between the Lessee and the Illinois Educational Facilities Authority, or its successor, and, in the case of each of the foregoing clauses, as such agreements or Promissory Note may from time to time be amended in accordance with the terms thereof.

2. All other provisions of the Lease shall remain in full force and effect.

3. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Second Amendment to Comer Children's Hospital Lease Agreement as of February 12, 2009 pursuant to proper authority duly granted.

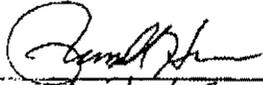
Lessor:

THE UNIVERSITY OF CHICAGO

ATTEST:

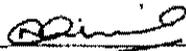
By: _____

Its: _____


Assistant Secretary

By: _____

Its: _____


VP FOR ADMINISTRATION & CFO

Lessee:

THE UNIVERSITY OF CHICAGO MEDICAL CENTER

ATTEST:

By: _____

Its: _____

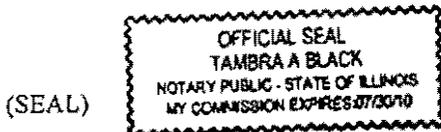
By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Tambra A. Black, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Nimalan Chinniah and Russell Herron, personally known to me to be the same persons whose names are, respectively, Vice President for Administration and Chief Financial Officer and Assistant Secretary of THE UNIVERSITY OF CHICAGO, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of February, 2009.



Tambra A. Black
Notary Public in and for Cook County, Illinois

My Commission Expires: 7/30/2010

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are, respectively, _____ and _____ of THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of February, 2009.

(SEAL)

My Commission Expires:

Notary Public in and for Cook County, Illinois

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Second Amendment to Comer Children's Hospital Lease Agreement as of February 12, 2009 pursuant to proper authority duly granted.

Lessor:

ATTEST:

THE UNIVERSITY OF CHICAGO

By: _____
Its: _____

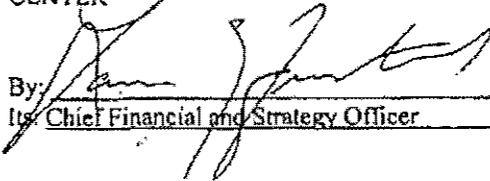
By: _____
Its: _____

Lessee:

ATTEST:

THE UNIVERSITY OF CHICAGO MEDICAL CENTER

By: 
Its: Secretary

By: 
Its: Chief Financial and Strategy Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are, respectively, _____ and _____ of THE UNIVERSITY OF CHICAGO, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of February, 2009.

(SEAL)

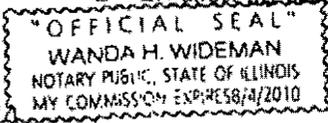
Notary Public in and for Cook County, Illinois

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Wanda H. Wideman, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Benjamin D. Gibson and Lawrence J. Fuenstahl, personally known to me to be the same persons whose names are, respectively, Benjamin D. Gibson and Lawrence J. Fuenstahl of THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of February, 2009.

(SEAL) 

Wanda H. Wideman
Notary Public in and for Cook County, Illinois

My Commission Expires: 8-1-2010

EXHIBIT A

Parcel 1

LOTS 5 TO 8, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF THE NORTH 11 FEET OF LOTS 42 AND ALL OF LOTS 43 TO 50 IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1910 AS DOCUMENT 458769;

ALSO,

LOTS 1 TO 10, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF LOT 32 (EXCEPT THE SOUTH 6 FEET THEREOF) AND ALL OF LOTS 33 TO 41, BOTH INCLUSIVE, AND LOT 42 (EXCEPT THE NORTH 11 FEET THEREOF) IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISIONS OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108;

TOGETHER WITH

LOTS 26 TO 31, BOTH INCLUSIVE, AND THE SOUTH 6 FEET OF LOT 32 IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1888 IN BOOK 167, PAGE 178 AS DOCUMENT NUMBER 186895.

ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 53,161 SQUARE FEET (1.22041 ACRES) OF LAND, MORE OR LESS.

Parcel 2

ALL THAT PART OF THE 16 FOOT ALLEY LYING EAST OF AND ADJACENT TO LOTS 5 THRU 8, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1910 AS DOCUMENT NUMBER 458769, AND LOTS 1 THRU 10, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108, AND LOTS 26 THRU 31, INCLUSIVE, AND THAT PART OF LOT 32 LYING SOUTH OF THE SOUTH LINE OF SAID HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT 4788108;

ALL IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 7,961 SQUARE FEET (0.18276 ACRES) OF LAND, MORE OR LESS.

Parcel 3

ALL OF LOTS 10 THROUGH 21, BOTH INCLUSIVE, IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 37,601 SQUARE FEET (0.8648 ACRES) OF LAND, MORE OR LESS.

PINS: 20-14-114-005-0000
20-14-114-006-0000
20-14-114-007-0000
20-14-114-008-0000
20-14-114-009-0000
20-14-114-010-0000
20-14-114-011-0000
20-14-114-012-0000
20-14-114-013-0000
20-14-114-014-0000
20-14-114-015-0000
20-14-114-016-0000
20-14-114-017-0000
20-14-114-018-0000
20-14-114-019-0000
20-14-114-020-0000
20-14-114-021-0000
20-14-114-022-0000
20-14-114-023-0000
20-14-114-024-0000
20-14-114-034-0000
20-14-114-036-0000
20-14-114-031-0000
20-14-114-035-0000

This instrument was prepared by
and after recording return to:

Elizabeth F. Weber
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

THIRD AMENDMENT
to
COMER CHILDREN'S HOSPITAL LEASE AGREEMENT
between
THE UNIVERSITY OF CHICAGO
and
THE UNIVERSITY OF CHICAGO MEDICAL CENTER

This Third Amendment (the "Third Amendment") supplements and amends that certain Comer Children's Hospital Lease Agreement dated as of June 29, 2001, between The University of Chicago (the "Lessor") and The University of Chicago Medical Center, formerly known as The University of Chicago Hospitals (the "Lessee"), which was recorded on October 1, 2001, as Document No. 001912106, as heretofore amended by the First Amendment dated as of September 25, 2005 and by the Second Amendment dated as of February 12, 2009, relating to the real property described in Exhibit A hereto. This Third Amendment shall be effective as of August 20, 2009. The original Lease Agreement as amended is referred to herein as the "Lease".

The parties recognize that it is desirable to amend the Lease in order to enable Lessee to borrow funds from the Illinois Finance Authority (which will obtain such funds through a bond issue) in order to refinance certain existing borrowings of the Lessee and pay related costs. The parties therefore agree as follows:

1. Section 1.4 of the Lease is amended in its entirety to read as follows:

1.4 "Loan Agreement." Loan Agreement means, collectively, (i) the Loan Agreement dated as of August 1, 2001 between Lessee and the Illinois Finance Authority or its successor (the "Authority"), as successor to the Illinois Health Facilities Authority, related to the Illinois Health Facilities Authority Revenue Bonds, Series 2001 (The University of Chicago Hospitals and Health System), the initial financing for the Comer Children's Hospital, (ii) the payment obligations under the Promissory Note (as amended and restated) of the Lessee described in the Security Agreement dated as of November 1, 1998, as heretofore amended by the First Supplemental Security Agreement dated as of September 1, 2005 and the Second Supplemental Security Agreement dated as of April 1, 2007, each between the Lessee and the Illinois Educational Facilities Authority, or its successor, (iii) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Authority related to the Illinois Finance Authority Revenue Bonds, Series 2009C (The University of Chicago Medical Center), (iv) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Authority related to the Illinois Finance Authority

Variable Rate Demand Revenue Bonds, Series 2009D (The University of Chicago Medical Center) (the "Series 2009D Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2009D Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of August 1, 2009 between the Lessee and Bank of America, N.A., and (v) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009E (The University of Chicago Medical Center) (the "Series 2009E Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2009E Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of August 1, 2009 between the Lessee and JPMorgan Chase Bank, National Association, and, in the case of each of the foregoing clauses, as such agreements or Promissory Note may from time to time be amended in accordance with the terms thereof.

2. Notwithstanding Section 17.9 of the Lease, the other parties to each Loan Agreement (as that term may be amended from time to time) and their respective successors and assigns, so long as the Loan Agreement is in effect and amounts are payable thereunder, shall be third party beneficiaries solely with respect to the provisions of Section 16.3 of the Lease.

3. All other provisions of the Lease shall remain in full force and effect.

4. This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Third Amendment to Comer Children's Hospital Lease Agreement as of August 20, 2009 pursuant to proper authority duly granted.

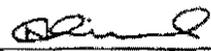
Lessor:

THE UNIVERSITY OF CHICAGO

ATTEST:

By: 

Its: Assistant Secretary



By: Nimalan Chinniah

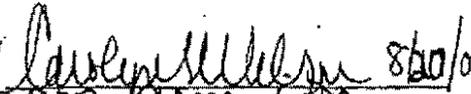
Its: Vice President and Chief Financial Officer

Lessee:

THE UNIVERSITY OF CHICAGO MEDICAL CENTER

ATTEST:

By: 
Its: Secretary

By:  8/20/09
Its: COO + Associate Dean

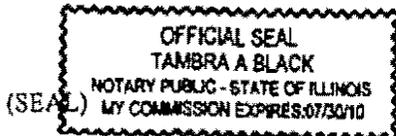
ATTEST:

By: 
Its: Assistant General Counsel

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Tambra A. Black, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Nimalan Chinniah and Russell Herron, personally known to me to be the same persons whose names are, respectively, Vice President and CFO and Assistant Secretary of THE UNIVERSITY OF CHICAGO, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of August, 2009.



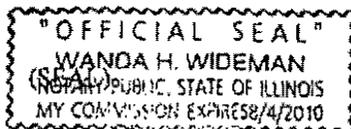
Tambra A Black
Notary Public in and for Cook County, Illinois

My Commission Expires: July 30, 2010

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Wanda H. Wideman, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Benjamin D. Wilson, William D. Forzice and Carolyn S. Wilson, personally known to me to be the same persons whose names are, respectively, Secretary, Assoc. Gen. Counsel and CEO, Associate Dean of THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of August, 2009.



Wanda H. Wideman
Notary Public in and for Cook County, Illinois

My Commission Expires: 8/4/2010

EXHIBIT A

Parcel 1

LOTS 5 TO 8, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF THE NORTH 11 FEET OF LOTS 42 AND ALL OF LOTS 43 TO 50 IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1910 AS DOCUMENT 458769;

ALSO,

LOTS 1 TO 10, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF LOT 32 (EXCEPT THE SOUTH 6 FEET THEREOF) AND ALL OF LOTS 33 TO 41, BOTH INCLUSIVE, AND LOT 42 (EXCEPT THE NORTH 11 FEET THEREOF) IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISIONS OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108;

TOGETHER WITH

LOTS 26 TO 31, BOTH INCLUSIVE, AND THE SOUTH 6 FEET OF LOT 32 IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1888 IN BOOK 167, PAGE 178 AS DOCUMENT NUMBER 186893.

ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 53,161 SQUARE FEET (1.22041 ACRES) OF LAND, MORE OR LESS.

Parcel 2

ALL THAT PART OF THE 16 FOOT ALLEY LYING EAST OF AND ADJACENT TO LOTS 5 THRU 8, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1910 AS DOCUMENT NUMBER 458769, AND LOTS 1 THRU 10, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108, AND LOTS 26 THRU 31, INCLUSIVE, AND THAT PART OF LOT 32 LYING SOUTH OF THE SOUTH LINE OF SAID HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT 4788108;

ALL IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 7,961 SQUARE FEET (0.18276 ACRES) OF LAND, MORE OR LESS.

Parcel 3

ALL OF LOTS 10 THROUGH 21, BOTH INCLUSIVE, IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 37,601 SQUARE FEET (0.8648 ACRES) OF LAND, MORE OR LESS.

PINS: 20-14-114-005-0000
20-14-114-006-0000
20-14-114-007-0000
20-14-114-008-0000
20-14-114-009-0000
20-14-114-010-0000
20-14-114-011-0000
20-14-114-012-0000
20-14-114-013-0000
20-14-114-014-0000
20-14-114-015-0000
20-14-114-016-0000
20-14-114-017-0000
20-14-114-018-0000
20-14-114-019-0000
20-14-114-020-0000
20-14-114-021-0000
20-14-114-022-0000
20-14-114-023-0000
20-14-114-024-0000
20-14-114-034-0000
20-14-114-030-0000
20-14-114-031-0000
20-14-114-036-0000

This instrument was prepared by
and after recording return to:

Elizabeth F. Weber
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

FOURTH AMENDMENT
to
COMER CHILDREN'S HOSPITAL LEASE AGREEMENT
between
THE UNIVERSITY OF CHICAGO
and
THE UNIVERSITY OF CHICAGO MEDICAL CENTER

This Fourth Amendment (the "Fourth Amendment") supplements and amends that certain Comer Children's Hospital Lease Agreement dated as of June 29, 2001, between The University of Chicago (the "Lessor") and The University of Chicago Medical Center, formerly known as The University of Chicago Hospitals (the "Lessee"), which was recorded on October 1, 2001, as Document No. 001912106, as heretofore amended by the First Amendment dated as of September 25, 2005, by the Second Amendment dated as of February 12, 2009 and by the Third Amendment dated as of August 20, 2009, relating to the real property described in Exhibit A hereto. This Fourth Amendment shall be effective as of November 9, 2010. The original Lease Agreement as amended is referred to herein as the "Lease".

The parties recognize that it is desirable to amend the Lease in order to enable Lessee to borrow funds from the Illinois Finance Authority (which will obtain such funds through one or more bond issues) in order to refinance certain existing borrowings of the Lessee and pay related costs. The parties therefore agree as follows:

1. Section 1.4 of the Lease is amended in its entirety to read as follows:

1.4 "Loan Agreement" Loan Agreement means, collectively, (i) the Loan Agreement dated as of August 1, 2001 between Lessee and the Illinois Finance Authority or its successor (the "Authority"), as successor to the Illinois Health Facilities Authority, related to the Illinois Health Facilities Authority Revenue Bonds, Series 2001 (The University of Chicago Hospitals and Health System), the initial financing for the Comer Children's Hospital, (ii) the payment obligations under the Promissory Note (as amended and restated) of the Lessee described in the Security Agreement dated as of November 1, 1998, as heretofore amended by the First Supplemental Security Agreement dated as of September 1, 2005 and the Second Supplemental Security Agreement dated as of April 1, 2007, each between the Lessee and the Illinois Educational Facilities Authority, or its successor, (iii) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Authority related to the Illinois Finance Authority Revenue Bonds, Series 2009C (The University of Chicago Medical Center), (iv) the Loan Agreement dated as of August

1, 2009 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009D (The University of Chicago Medical Center) (the "Series 2009D Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2009D Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of August 1, 2009 between the Lessee and Bank of America, N.A., (v) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009E (The University of Chicago Medical Center) (the "Series 2009E Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2009E Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of August 1, 2009 between the Lessee and JPMorgan Chase Bank, National Association, (vi) the Loan Agreement dated as of November 1, 2010 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010A (The University of Chicago Medical Center) (the "Series 2010A Bonds") and any Credit Facility Agreement (as defined in the Loan Agreement) for the Series 2010A Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of November 1, 2010 between the Lessee and Bank of America, N.A., and (vii) the Loan Agreement dated as of November 1, 2010 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010B (The University of Chicago Medical Center) (the "Series 2010B Bonds" and, together with the Series 2010A Bonds, the "Series 2010 Bonds") and any Credit Facility Agreement (as defined in the Loan Agreement) for the Series 2010B Bonds or any subseries thereof, which is initially the Letter of Credit Reimbursement Agreement dated as of November 1, 2010 between the Lessee and Wells Fargo Bank, National Association, and, in the case of each of the foregoing clauses, as such agreements or Promissory Note may from time to time be amended in accordance with the terms thereof.

2. Notwithstanding Section 17.9 of the Lease, the other parties to each Loan Agreement (as that term may be amended from time to time) and their respective successors and assigns, so long as the Loan Agreement is in effect and amounts are payable thereunder, shall be third party beneficiaries solely with respect to the provisions of Section 16.3 of the Lease.

3. All other provisions of the Lease shall remain in full force and effect.

4. This Fourth Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Fourth Amendment to Comer Children's Hospital Lease Agreement as of November 9, 2010 pursuant to proper authority duly granted.

Lessor:

THE UNIVERSITY OF CHICAGO

ATTEST:

By: 
Name: Russell J. Herron
Its: Assistant Secretary

By: 
Name: Nimalan ~~Chinniah~~
Its: Vice President and Chief Financial Officer

Lessee:

THE UNIVERSITY OF CHICAGO MEDICAL CENTER

ATTEST:

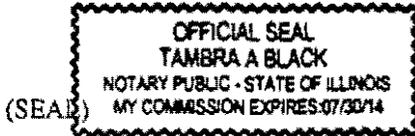
By: _____
Name: Jennifer A. Hill
Its: Secretary

By: _____
Name: Lawrence J. Furstahl
Its: Chief Financial and Strategy Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Tambra A. Black, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Nimalan Chinniah and Russell J. Herron, personally known to me to be the same persons whose names are, respectively, Vice President and CFO and Assistant Secretary of THE UNIVERSITY OF CHICAGO, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of November, 2010.



Tambra A. Black
Notary Public in and for Cook County, Illinois

My Commission Expires: 7/30/14

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Lawrence J. Furnstahl and Jennifer A. Hill, personally known to me to be the same persons whose names are, respectively, Chief Financial and Strategy Officer and Secretary of THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of November, 2010.

(SEAL)

Notary Public in and for Cook County, Illinois

My Commission Expires:

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Fourth Amendment to Comer Children's Hospital Lease Agreement as of November 9, 2010 pursuant to proper authority duly granted.

Lessor:

ATTEST:

THE UNIVERSITY OF CHICAGO

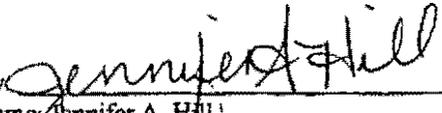
By: _____
Name: Russell J. Herron
Its: Assistant Secretary

By: _____
Name: Nimalan Chinniah
Its: Vice President and Chief Financial Officer

Lessee:

ATTEST:

THE UNIVERSITY OF CHICAGO MEDICAL CENTER

By: 
Name: Jennifer A. Hill
Its: Secretary

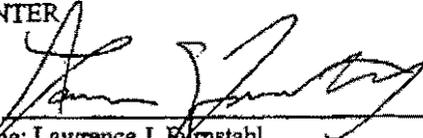
By: 
Name: Lawrence J. Farnstahl
Its: Chief Financial and Strategy Officer

EXHIBIT A

Parcel 1

LOTS 5 TO 8, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF THE NORTH 11 FEET OF LOTS 42 AND ALL OF LOTS 43 TO 50 IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1910 AS DOCUMENT 458769;

ALSO,

LOTS 1 TO 10, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF LOT 32 (EXCEPT THE SOUTH 6 FEET THEREOF) AND ALL OF LOTS 33 TO 41, BOTH INCLUSIVE, AND LOT 42 (EXCEPT THE NORTH 11 FEET THEREOF) IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISIONS OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108;

TOGETHER WITH

LOTS 26 TO 31, BOTH INCLUSIVE, AND THE SOUTH 6 FEET OF LOT 32 IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1888 IN BOOK 157, PAGE 178 AS DOCUMENT NUMBER 186893.

ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 53,161 SQUARE FEET (1.22041 ACRES) OF LAND, MORE OR LESS.

Parcel 2

ALL THAT PART OF THE 16 FOOT ALLEY LYING EAST OF AND ADJACENT TO LOTS 5 THRU 8, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1910 AS DOCUMENT NUMBER 458769, AND LOTS 1 THRU 10, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108, AND LOTS 26 THRU 31, INCLUSIVE, AND THAT PART OF LOT 32 LYING SOUTH OF THE SOUTH LINE OF SAID HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT 4788108;

ALL IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 7,961 SQUARE FEET (0.18276 ACRES) OF LAND, MORE OR LESS.

Parcel 3

ALL OF LOTS 10 THROUGH 21, BOTH INCLUSIVE, IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 37,601 SQUARE FEET (0.8648 ACRES) OF LAND, MORE OR LESS.

PINS: 20-14-114-005-0000
20-14-114-006-0000
20-14-114-007-0000
20-14-114-008-0000
20-14-114-009-0000
20-14-114-010-0000
20-14-114-011-0000
20-14-114-012-0000
20-14-114-013-0000
20-14-114-014-0000
20-14-114-015-0000
20-14-114-016-0000
20-14-114-017-0000
20-14-114-018-0000
20-14-114-019-0000
20-14-114-020-0000
20-14-114-021-0000
20-14-114-022-0000
20-14-114-023-0000
20-14-114-024-0000
20-14-114-034-0000
20-14-114-030-0000
20-14-114-031-0000
20-14-114-035-0000

This instrument was prepared by
and after recording return to:

Elizabeth F. Weber
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

FIFTH AMENDMENT
to
COMER CHILDREN'S HOSPITAL LEASE AGREEMENT
between
THE UNIVERSITY OF CHICAGO
and
THE UNIVERSITY OF CHICAGO MEDICAL CENTER

This Fifth Amendment (the "Fifth Amendment") supplements and amends that certain Comer Children's Hospital Lease Agreement dated as of June 29, 2001, between The University of Chicago (the "Lessor") and The University of Chicago Medical Center, formerly known as The University of Chicago Hospitals (the "Lessee"), which was recorded on October 1, 2001, as Document No. 001912106, as heretofore amended by the First Amendment dated as of September 25, 2005, by the Second Amendment dated as of February 12, 2009, by the Third Amendment dated as of August 20, 2009 and by the Fourth Amendment dated as of November 9, 2010, relating to the real property described in Exhibit A hereto. This Fifth Amendment shall be effective as of May 20, 2011. The original Lease Agreement as amended is referred to herein as the "Lease".

The parties recognize that it is desirable to amend the Lease in order to enable Lessee to borrow funds from the Illinois Finance Authority (which will obtain such funds through one or more bond issues) in order to refinance certain existing borrowings of the Lessee and pay related costs. The parties therefore agree as follows:

1. Section 1.4 of the Lease is amended in its entirety to read as follows:

1.4 "Loan Agreement." Loan Agreement means, collectively, (i) the Loan Agreement dated as of August 1, 2001 between Lessee and the Illinois Finance Authority or its successor (the "Authority"), as successor to the Illinois Health Facilities Authority, related to the Illinois Health Facilities Authority Revenue Bonds, Series 2001 (The University of Chicago Hospitals and Health System), the initial financing for the Comer Children's Hospital, (ii) the payment obligations under the Promissory Note (as amended and restated) of the Lessee described in the Security Agreement dated as of November 1, 1998, as heretofore amended by the First Supplemental Security Agreement dated as of September 1, 2005 and the Second Supplemental Security Agreement dated as of April 1, 2007, each between the Lessee and the Illinois Educational Facilities Authority, or its successor, (iii) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Authority related to the Illinois Finance Authority Revenue Bonds, Series 2009C

(The University of Chicago Medical Center), (iv) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009D (The University of Chicago Medical Center) (the "Series 2009D Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2009D Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of August 1, 2009 between the Lessee and Bank of America, N.A., (v) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009E (The University of Chicago Medical Center) (the "Series 2009E Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2009E Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of August 1, 2009 between the Lessee and JPMorgan Chase Bank, National Association, (vi) the Loan Agreement dated as of November 1, 2010 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010A (The University of Chicago Medical Center) (the "Series 2010A Bonds") and any Credit Facility Agreement (as defined in the Loan Agreement) for the Series 2010A Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of November 1, 2010 between the Lessee and Bank of America, N.A., (vii) the Loan Agreement dated as of November 1, 2010 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010B (The University of Chicago Medical Center) (the "Series 2010B Bonds" and, together with the Series 2010A Bonds, the "Series 2010 Bonds") and any Credit Facility Agreement (as defined in the Loan Agreement) for the Series 2010B Bonds or any subseries thereof, which is initially the Letter of Credit Reimbursement Agreement dated as of November 1, 2010 between the Lessee and Wells Fargo Bank, National Association, (viii) the Loan Agreement dated as of May 1, 2011 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2011A (The University of Chicago Medical Center) (the "Series 2011A Bonds") and any Credit Facility Agreement (as defined in the Loan Agreement) for the Series 2011A Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of May 1, 2011 between the Lessee and Bank of America, N.A., (ix) the Loan Agreement dated as of May 1, 2011 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2011B (The University of Chicago Medical Center) (the "Series 2011B Bonds") and any Credit Facility Agreement (as defined in the Loan Agreement) for the Series 2011B Bonds or any subseries thereof, which is initially the Letter of Credit Reimbursement Agreement dated as of May 1, 2011 between the Lessee and Wells Fargo Bank, National Association, and, (x) the Loan Agreement dated as of May 1, 2011 between the Lessee and the Authority related to the Illinois Finance Authority Revenue Bonds, Series 2011C (The University of Chicago Medical Center) (the "Series 2011C Bonds" and, together with the Series 2011A Bonds and the Series 2011B Bonds, the "Series 2011 Bonds," and, in the case of each of the foregoing clauses, as such agreements or Promissory Note may from time to time be amended in accordance with the terms thereof.

2. Notwithstanding Section 17.9 of the Lease, the other parties to each Loan Agreement (as that term may be amended from time to time) and their respective

successors and assigns, so long as the Loan Agreement is in effect and amounts are payable thereunder, shall be third party beneficiaries solely with respect to the provisions of Section 16.3 of the Lease.

3. All other provisions of the Lease shall remain in full force and effect.

4. This Fifth Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.

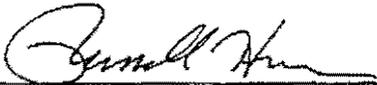
[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Fifth Amendment to Comer Children's Hospital Lease Agreement as of May 20, 2011 pursuant to proper authority duly granted.

Lessor:

THE UNIVERSITY OF CHICAGO

ATTEST:

By: 
Name: Russell J. Herron
Its: Assistant Secretary

By: 
Name: Nimalan Chinniah
Its: Vice President for Administration and
Chief Financial Officer

Lessee:

THE UNIVERSITY OF CHICAGO MEDICAL
CENTER

ATTEST:

By: _____
Name: Jennifer A. Hill
Its: Secretary

By: _____
Name: Kenneth J. Sharigian
Its: Interim Chief Financial Officer

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Fifth Amendment to Comer Children's Hospital Lease Agreement as of May 20, 2011 pursuant to proper authority duly granted.

Lessor:

ATTEST:

THE UNIVERSITY OF CHICAGO

By: _____
Name: Russell J. Herron
Its: Assistant Secretary

By: _____
Name: Nimalan Chinniah
Its: Vice President for Administration and
Chief Financial Officer

Lessee:

ATTEST:

THE UNIVERSITY OF CHICAGO MEDICAL
CENTER

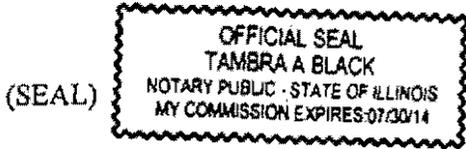
By: Jennifer A. Hill
Name: Jennifer A. Hill
Its: Secretary

By: Kenneth J. Sharigian
Name: Kenneth J. Sharigian
Its: Interim Chief Financial Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Tambra A. Black, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Nimalan Chinniah and Russell J. Herron, personally known to me to be the same persons whose names are, respectively, Vice President for Administration and CFO and Assistant Secretary of THE UNIVERSITY OF CHICAGO, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of May, 2011.



Tambra A. Black
Notary Public in and for Cook County, Illinois

My Commission Expires: 7/30/2014

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Kenneth J. Sharigian and Jennifer A. Hill, personally known to me to be the same persons whose names are, respectively, Interim Chief Financial Officer and Secretary of THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of May, 2011.

(SEAL) 

Notary Public in and for Cook County, Illinois

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Nimalan Chinniah and Russell J. Herron, personally known to me to be the same persons whose names are, respectively, Vice President for Administration and CFO and Assistant Secretary of THE UNIVERSITY OF CHICAGO, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of May, 2011.

(SEAL)

Notary Public in and for Cook County, Illinois

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, COLETTE LOUISE GURIN, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Kenneth J. Sharigian and Jennifer A. Hill, personally known to me to be the same persons whose names are, respectively, Interim Chief Financial Officer and Secretary of THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of May, 2011.

(SEAL)



Colette Louise Gurin

Notary Public in and for Cook County, Illinois

My Commission Expires:

EXHIBIT A

Parcel 1

LOTS 5 TO 8, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF THE NORTH 11 FEET OF LOTS 42 AND ALL OF LOTS 43 TO 50 IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1910 AS DOCUMENT 458769;

ALSO

LOTS 1 TO 10, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF LOT 32 (EXCEPT THE SOUTH 6 FEET THEREOF) AND ALL OF LOTS 33 TO 41, BOTH INCLUSIVE, AND LOT 42 (EXCEPT THE NORTH 11 FEET THEREOF) IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISIONS OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108;

TOGETHER WITH

LOTS 26 TO 31, BOTH INCLUSIVE, AND THE SOUTH 6 FEET OF LOT 32 IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1888 IN BOOK 167, PAGE 178 AS DOCUMENT NUMBER 186893.

ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 53,161 SQUARE FEET (1.22041 ACRES) OF LAND, MORE OR LESS.

Parcel 2

ALL THAT PART OF THE 16 FOOT ALLEY LYING EAST OF AND ADJACENT TO LOTS 5 THRU 8, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1910 AS DOCUMENT NUMBER 458769, AND LOTS 1 THRU 10, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108, AND LOTS 26 THRU 31, INCLUSIVE, AND THAT PART OF LOT 32 LYING SOUTH OF THE SOUTH LINE OF SAID HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT 4788108;

ALL IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 7,961 SQUARE FEET (0.18276 ACRES) OF LAND, MORE OR LESS.

Parcel 3

ALL OF LOTS 10 THROUGH 21, BOTH INCLUSIVE, IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 37,601 SQUARE FEET (0.8648 ACRES) OF LAND, MORE OR LESS.

PINS: 20-14-114-005-0000
20-14-114-006-0000
20-14-114-007-0000
20-14-114-008-0000
20-14-114-009-0000
20-14-114-010-0000
20-14-114-011-0000
20-14-114-012-0000
20-14-114-013-0000
20-14-114-014-0000
20-14-114-015-0000
20-14-114-016-0000
20-14-114-017-0000
20-14-114-018-0000
20-14-114-019-0000
20-14-114-020-0000
20-14-114-021-0000
20-14-114-022-0000
20-14-114-023-0000
20-14-114-024-0000
20-14-114-034-0000
20-14-114-030-0000
20-14-114-031-0000
20-14-114-036-0000

This instrument was prepared by
and after recording return to:

Elizabeth F. Weber
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

SIXTH AMENDMENT
to
COMER CHILDREN'S HOSPITAL LEASE AGREEMENT
between
THE UNIVERSITY OF CHICAGO
and
THE UNIVERSITY OF CHICAGO MEDICAL CENTER

This Sixth Amendment (the "Sixth Amendment") supplements and amends that certain Comer Children's Hospital Lease Agreement dated as of June 29, 2001, between The University of Chicago (the "Lessor") and The University of Chicago Medical Center, formerly known as The University of Chicago Hospitals (the "Lessee"), which was recorded on October 1, 2001, as Document No. 001912106, as heretofore amended by the First Amendment dated as of September 25, 2005, by the Second Amendment dated as of February 12, 2009, by the Third Amendment dated as of August 20, 2009, by the Fourth Amendment dated as of November 9, 2010 and by the Fifth Amendment dated as of May 20, 2011, relating to the real property described in Exhibit A hereto. This Sixth Amendment shall be effective as of June 28, 2012. The original Lease Agreement as amended is referred to herein as the "Lease".

The parties recognize that it is desirable to amend the Lease in order to enable Lessee to borrow funds from the Illinois Finance Authority (which will obtain such funds through one or more bond issues) in order to refinance certain existing borrowings of the Lessee and pay related costs. The parties therefore agree as follows:

1. Section 1.4 of the Lease is amended in its entirety to read as follows:

1.4 "Loan Agreement." Loan Agreement means, collectively, (i) the payment obligations under the Promissory Note (as amended and restated) of the Lessee described in the Security Agreement dated as of November 1, 1998, as heretofore amended by the First Supplemental Security Agreement dated as of September 1, 2005 and the Second Supplemental Security Agreement dated as of April 1, 2007, each between the Lessee and the Illinois Educational Facilities Authority, or its successor, (ii) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Illinois Finance Authority or its successor (the "Authority") related to the Illinois Finance Authority Revenue Bonds, Series 2009C (The University of Chicago Medical Center), (iii) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Authority related to the Illinois

Finance Authority Variable Rate Demand Revenue Bonds, Series 2009D (The University of Chicago Medical Center) (the "Series 2009D Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2009D Bonds or any subseries thereof, which as of the date of this Sixth Amendment is the Reimbursement Agreement dated as of June 1, 2012 between the Lessee and PNC Bank, National Association, (iv) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009E (The University of Chicago Medical Center) (the "Series 2009E Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2009E Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of August 1, 2009 between the Lessee and JPMorgan Chase Bank, National Association, (v) the Loan Agreement dated as of November 1, 2010 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010A (The University of Chicago Medical Center) (the "Series 2010A Bonds") and any Credit Facility Agreement (as defined in the Loan Agreement) for the Series 2010A Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of November 1, 2010 between the Lessee and Bank of America, N.A., (vi) the Loan Agreement dated as of November 1, 2010 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010B (The University of Chicago Medical Center) (the "Series 2010B Bonds" and, together with the Series 2010A Bonds, the "Series 2010 Bonds") and any Credit Facility Agreement (as defined in the Loan Agreement) for the Series 2010B Bonds or any subseries thereof, which is initially the Letter of Credit Reimbursement Agreement dated as of November 1, 2010 between the Lessee and Wells Fargo Bank, National Association, (vii) the Loan Agreement dated as of May 1, 2011 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2011A (The University of Chicago Medical Center) (the "Series 2011A Bonds") and any Credit Facility Agreement (as defined in the Loan Agreement) for the Series 2011A Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of May 1, 2011 between the Lessee and Bank of America, N.A., (viii) the Loan Agreement dated as of May 1, 2011 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2011B (The University of Chicago Medical Center) (the "Series 2011B Bonds") and any Credit Facility Agreement (as defined in the Loan Agreement) for the Series 2011B Bonds or any subseries thereof, which is initially the Letter of Credit Reimbursement Agreement dated as of May 1, 2011 between the Lessee and Wells Fargo Bank, National Association, (ix) the Loan Agreement dated as of May 1, 2011 between the Lessee and the Authority related to the Illinois Finance Authority Revenue Bonds, Series 2011C (The University of Chicago Medical Center) (the "Series 2011C Bonds" and, together with the Series 2011A Bonds and the Series 2011B Bonds, the "Series 2011 Bonds"), and (x) the Loan Agreement dated as of June 1, 2012 between the Lessee and the Authority related to the Illinois Finance Authority Revenue Refunding Bonds, Series 2012A (The University of Chicago Medical Center) (the "Series 2012A Bonds") and, in the case of each of the foregoing clauses, as such agreements or Promissory Note may from time to time be amended in accordance with the terms thereof.

2. Notwithstanding Section 17.9 of the Lease, the other parties to each Loan Agreement (as that term may be amended from time to time) and their respective successors and assigns, so long as the Loan Agreement is in effect and amounts are payable thereunder, shall be third party beneficiaries solely with respect to the provisions of Section 16.3 of the Lease.

3. All other provisions of the Lease shall remain in full force and effect.

4. This Sixth Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Sixth Amendment to Comer Children's Hospital Lease Agreement as of June 28, 2012 pursuant to proper authority duly granted.

Lessor:

THE UNIVERSITY OF CHICAGO

ATTEST:

By: 
Name: Russell J. Herron
Its: Assistant Secretary

By: 
Name: Nimalan Chinniah
Its: Vice President for Administration and
Chief Financial Officer

Lessee:

THE UNIVERSITY OF CHICAGO MEDICAL
CENTER

ATTEST:

By: _____
Name: Jennifer A. Hill
Its: Secretary

By: _____
Name: James M. Watson
Its: Chief Financial Officer

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Sixth Amendment to Comer Children's Hospital Lease Agreement as of June 28, 2012 pursuant to proper authority duly granted.

Lessor:

ATTEST:

THE UNIVERSITY OF CHICAGO

By: _____
Name: Russell J. Herron
Its: Assistant Secretary

By: _____
Name: Nimalan Chinniah
Its: Vice President for Administration and
Chief Financial Officer

Lessee:

ATTEST:

THE UNIVERSITY OF CHICAGO MEDICAL
CENTER

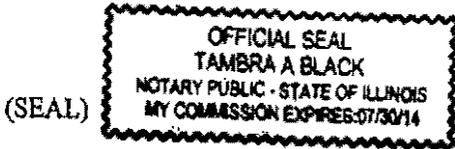
By: Jennifer A Hill
Name: Jennifer A. Hill
Its: Secretary

By: James M. Watson
Name: James M. Watson
Its: Chief Financial Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Tambra A Black, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Nimalan Chinniah and Russell J. Herron, personally known to me to be the same persons whose names are, respectively, Vice President for Administration and CFO and Assistant Secretary of THE UNIVERSITY OF CHICAGO, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of June, 2012.



Tambra A. Black
Notary Public in and for Cook County, Illinois

My Commission Expires: July 30, 2014

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that James M. Watson and Jennifer A. Hill, personally known to me to be the same persons whose names are, respectively, Chief Financial Officer and Secretary of THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of June, 2012.

(SEAL)

Notary Public in and for Cook County, Illinois

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Nimalan Chinniah and Russell J. Herron, personally known to me to be the same persons whose names are, respectively, Vice President for Administration and CFO and Assistant Secretary of THE UNIVERSITY OF CHICAGO, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of June, 2012.

(SEAL)

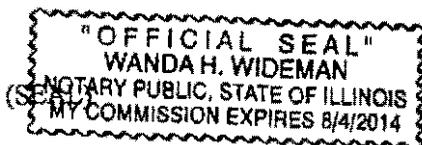
Notary Public in and for Cook County, Illinois

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Wanda H. Wideman, a Notary Public in and for the said County in the State aforesaid, do hereby certify that James M. Watson and Jennifer A. Hill, personally known to me to be the same persons whose names are, respectively, Chief Financial Officer and Secretary of THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of June, 2012.



Wanda H. Wideman

Notary Public in and for Cook County, Illinois

My Commission Expires: 8-4-2014

EXHIBIT A

Parcel 1

LOTS 5 TO 8, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF THE NORTH 11 FEET OF LOTS 42 AND ALL OF LOTS 43 TO 50 IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1910 AS DOCUMENT 458769;

ALSO

LOTS 1 TO 10, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF LOT 32 (EXCEPT THE SOUTH 6 FEET THEREOF) AND ALL OF LOTS 33 TO 41, BOTH INCLUSIVE, AND LOT 42 (EXCEPT THE NORTH 11 FEET THEREOF) IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISIONS OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108;

TOGETHER WITH

LOTS 26 TO 31, BOTH INCLUSIVE, AND THE SOUTH 6 FEET OF LOT 32 IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1868 IN BOOK 167, PAGE 178 AS DOCUMENT NUMBER 186893.

ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 53,161 SQUARE FEET (1.22041 ACRES) OF LAND, MORE OR LESS.

Parcel 2

ALL THAT PART OF THE 16 FOOT ALLEY LYING EAST OF AND ADJACENT TO LOTS 5 THRU 8, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1910 AS DOCUMENT NUMBER 4589769, AND LOTS 1 THRU 10, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108, AND LOTS 26 THRU 31, INCLUSIVE, AND THAT PART OF LOT 32 LYING SOUTH OF THE SOUTH LINE OF SAID HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT 4788108;

ALL IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 7,961 SQUARE FEET (0.18276 ACRES) OF LAND, MORE OR LESS.

Parcel 3

ALL OF LOTS 10 THROUGH 21, BOTH INCLUSIVE, IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 37,601 SQUARE FEET (0.8648 ACRES) OF LAND, MORE OR LESS.

PINS: 20-14-114-005-0000
20-14-114-006-0000
20-14-114-007-0000
20-14-114-008-0000
20-14-114-009-0000
20-14-114-010-0000
20-14-114-011-0000
20-14-114-012-0000
20-14-114-013-0000
20-14-114-014-0000
20-14-114-015-0000
20-14-114-016-0000
20-14-114-017-0000
20-14-114-018-0000
20-14-114-019-0000
20-14-114-020-0000
20-14-114-021-0000
20-14-114-022-0000
20-14-114-023-0000
20-14-114-024-0000
20-14-114-034-0000
20-14-114-030-0000
20-14-114-031-0000
20-14-114-036-0000

This instrument was prepared by
and after recording return to:

Elizabeth F. Weber
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

SEVENTH AMENDMENT
to
COMER CHILDREN'S HOSPITAL LEASE AGREEMENT
between
THE UNIVERSITY OF CHICAGO
and
THE UNIVERSITY OF CHICAGO MEDICAL CENTER

This Seventh Amendment (the "Seventh Amendment") supplements and amends that certain Comer Children's Hospital Lease Agreement dated as of June 29, 2001, between The University of Chicago (the "Lessor") and The University of Chicago Medical Center, formerly known as The University of Chicago Hospitals (the "Lessee"), which was recorded on October 1, 2001, as Document No. 001912106, as heretofore amended by the First Amendment dated as of September 25, 2005, by the Second Amendment dated as of February 12, 2009, by the Third Amendment dated as of August 20, 2009, by the Fourth Amendment dated as of November 9, 2010, by the Fifth Amendment dated as of May 20, 2011 and by the Sixth Amendment dated as of June 28, 2012, relating to the real property described in Exhibit A hereto. This Seventh Amendment shall be effective as of January 24, 2013. The original Lease Agreement as amended is referred to herein as the "Lease".

The parties recognize that it is desirable to amend the Lease in order to enable Lessee to borrow funds from the Illinois Finance Authority (which will obtain such funds through one or more bond issues) in order to pay or reimburse the Lessee for certain capital expenditures and related costs. The parties therefore agree as follows:

1. Section 1.4 of the Lease is amended in its entirety to read as follows:

1.4 "Loan Agreement." Loan Agreement means, collectively, (i) the payment obligations under the Promissory Note (as amended and restated) of the Lessee described in the Security Agreement dated as of November 1, 1998, as heretofore amended by the First Supplemental Security Agreement dated as of September 1, 2005 and the Second Supplemental Security Agreement dated as of April 1, 2007, each between the Lessee and the Illinois Educational Facilities Authority, or its successor, (ii) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Illinois Finance Authority or its successor (the "Authority") related to the Illinois Finance Authority Revenue Bonds, Series 2009C (The University of Chicago Medical Center), (iii) the Loan Agreement

dated as of August 1, 2009 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009D (The University of Chicago Medical Center) (the "Series 2009D Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2009D Bonds or any subseries thereof, which as of the date of the Sixth Amendment is the Reimbursement Agreement dated as of June 1, 2012 between the Lessee and PNC Bank, National Association, (iv) the Loan Agreement dated as of August 1, 2009 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009E (The University of Chicago Medical Center) (the "Series 2009E Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2009E Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of August 1, 2009 between the Lessee and JPMorgan Chase Bank, National Association, (v) the Loan Agreement dated as of November 1, 2010 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010A (The University of Chicago Medical Center) (the "Series 2010A Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2010A Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of November 1, 2010 between the Lessee and Bank of America, N.A., (vi) the Loan Agreement dated as of November 1, 2010 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010B (The University of Chicago Medical Center) (the "Series 2010B Bonds" and, together with the Series 2010A Bonds, the "Series 2010 Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2010B Bonds or any subseries thereof, which is initially the Letter of Credit Reimbursement Agreement dated as of November 1, 2010 between the Lessee and Wells Fargo Bank, National Association, (vii) the Loan Agreement dated as of May 1, 2011 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2011A (The University of Chicago Medical Center) (the "Series 2011A Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2011A Bonds or any subseries thereof, which is initially the Reimbursement Agreement dated as of May 1, 2011 between the Lessee and Bank of America, N.A., (viii) the Loan Agreement dated as of May 1, 2011 between the Lessee and the Authority related to the Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2011B (The University of Chicago Medical Center) (the "Series 2011B Bonds") and any Credit Facility Agreement (as defined in such Loan Agreement) for the Series 2011B Bonds or any subseries thereof, which is initially the Letter of Credit Reimbursement Agreement dated as of May 1, 2011 between the Lessee and Wells Fargo Bank, National Association, (ix) the Loan Agreement dated as of May 1, 2011 between the Lessee and the Authority related to the Illinois Finance Authority Revenue Bonds, Series 2011C (The University of Chicago Medical Center) (the "Series 2011C Bonds" and, together with the Series 2011A Bonds and the Series 2011B Bonds, the "Series 2011 Bonds"), (x) the Loan Agreement dated as of June 1, 2012 between the Lessee and the Authority related to the Illinois Finance Authority Revenue Refunding Bonds, Series 2012A (The University of Chicago Medical Center) (the "Series 2012A Bonds") and (xi) the Bond Purchase and Loan Agreement dated as of January 1, 2013 among the Lessee, the Authority and Bank of America, N.A. related to the Illinois Finance Authority

Revenue Bonds, Series 2013A (The University of Chicago Medical Center) (the "Series 2013A Bonds") and any Continuing Covenant Agreement (as defined in such Bond Purchase and Loan Agreement) for the Series 2013A Bonds or any subseries thereof, which is initially the Continuing Covenant Agreement dated as of January 1, 2013 between the Lessee and Bank of America, N.A., or its successors and assignees, and, in the case of each of the foregoing clauses, as such agreements or Promissory Note may from time to time be amended in accordance with the terms thereof.

2. Notwithstanding Section 17.9 of the Lease, the other parties to each Loan Agreement (as that term may be amended from time to time) and their respective successors and assigns, so long as the Loan Agreement is in effect and amounts are payable thereunder, shall be third party beneficiaries solely with respect to the provisions of Section 16.3 of the Lease.

3. All other provisions of the Lease shall remain in full force and effect.

4. This Seventh Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Seventh Amendment to Comer Children's Hospital Lease Agreement as of January 24, 2013 pursuant to proper authority duly granted.

Lessor:

THE UNIVERSITY OF CHICAGO

ATTEST:

By: 

Name: Russell J. Herron

Its: Assistant Secretary

By: 

Name: Nimalan Chinniah

Its: Executive Vice President for
Administration and Chief Financial Officer

Lessee:

THE UNIVERSITY OF CHICAGO MEDICAL
CENTER

ATTEST:

By: _____

Name: Jennifer A. Hill

Its: Secretary

By: _____

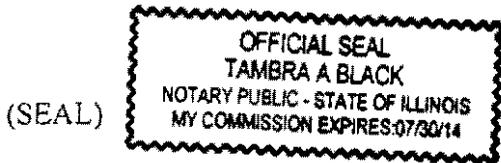
Name: James M. Watson

Its: Chief Financial Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Tambra A Black, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Nimalan Chinniah and Russell J. Herron, personally known to me to be the same persons whose names are, respectively, Executive Vice President for Administration and Chief Financial Officer and Assistant Secretary of THE UNIVERSITY OF CHICAGO, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of January, 2013.



Tambra A Black
Notary Public in and for Cook County, Illinois

My Commission Expires: 7/30/14

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that James M. Watson and Jennifer A. Hill, personally known to me to be the same persons whose names are, respectively, Chief Financial Officer and Secretary of THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not for profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of January, 2013.

(SEAL)

Notary Public in and for Cook County, Illinois

My Commission Expires:

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Seventh Amendment to Comer Children's Hospital Lease Agreement as of January 24, 2013 pursuant to proper authority duly granted.

Lessor:

ATTEST:

THE UNIVERSITY OF CHICAGO

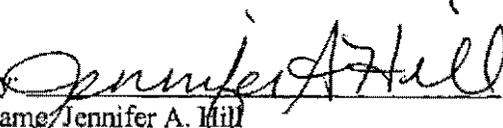
By: _____
Name: Russell J. Herron
Its: Assistant Secretary

By: _____
Name: Nimalan Chinniah
Its: Executive Vice President for
Administration and Chief Financial Officer

Lessee:

ATTEST:

THE UNIVERSITY OF CHICAGO MEDICAL
CENTER

By: 
Name: Jennifer A. Hill
Its: Secretary

By: 
Name: James M. Watson
Its: Chief Financial Officer

EXHIBIT A

Parcel 1

LOTS 5 TO 8, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF THE NORTH 11 FEET OF LOTS 42 AND ALL OF LOTS 43 TO 50 IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1910 AS DOCUMENT 458769;

ALSO

LOTS 1 TO 10, BOTH INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION OF LOT 32 (EXCEPT THE SOUTH 6 FEET THEREOF) AND ALL OF LOTS 33 TO 41, BOTH INCLUSIVE, AND LOT 42 (EXCEPT THE NORTH 11 FEET THEREOF) IN BLOCK 11 OF McKICHAN AND MASON'S SUBDIVISIONS OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108;

TOGETHER WITH

LOTS 26 TO 31, BOTH INCLUSIVE, AND THE SOUTH 6 FEET OF LOT 32 IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1868 IN BOOK 167, PAGE 178 AS DOCUMENT NUMBER 186893.

ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 53,161 SQUARE FEET (1.22041 ACRES) OF LAND, MORE OR LESS.

Parcel 2

ALL THAT PART OF THE 16 FOOT ALLEY LYING EAST OF AND ADJACENT TO LOTS 5 THRU 8, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1910 AS DOCUMENT NUMBER 4589769, AND LOTS 1 THRU 10, INCLUSIVE, IN HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT NUMBER 4788108, AND LOTS 26 THRU 31, INCLUSIVE, AND THAT PART OF LOT 32 LYING SOUTH OF THE SOUTH LINE OF SAID HAROLD P. WILBER'S RESUBDIVISION RECORDED JULY 6, 1911 AS DOCUMENT 4788108;

ALL IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 7,961 SQUARE FEET (0.18276 ACRES) OF LAND, MORE OR LESS.

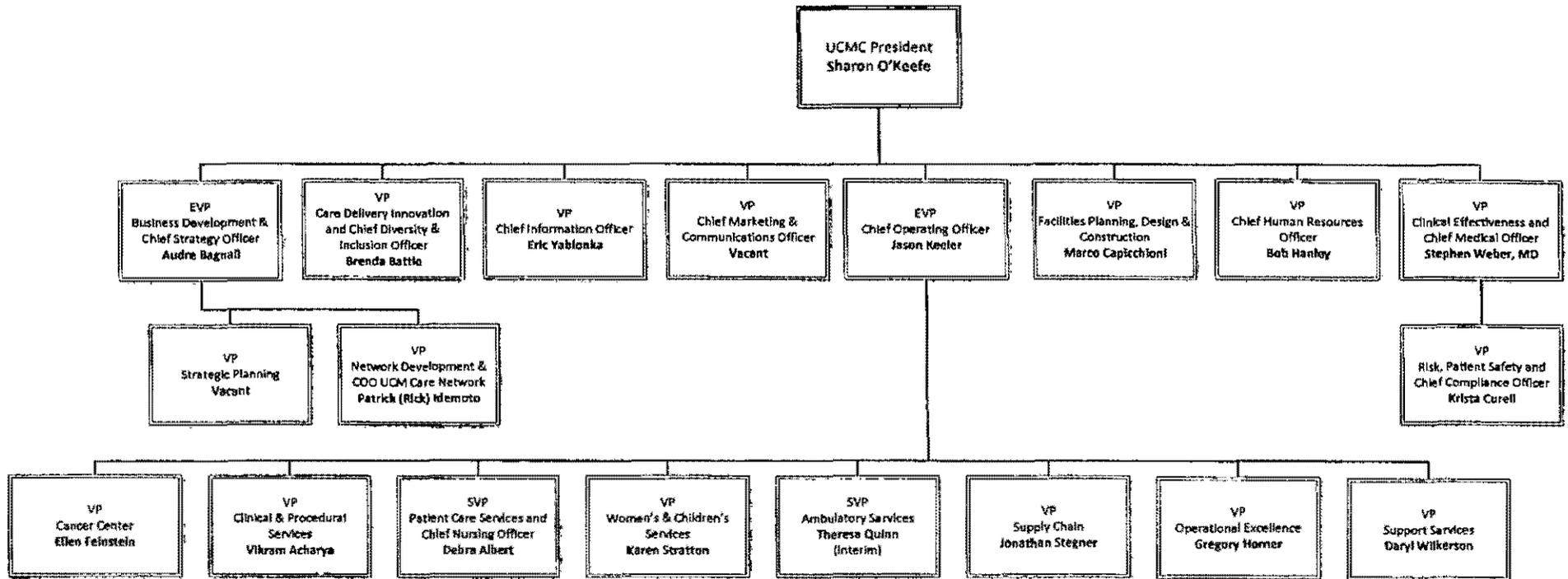
Parcel 3

ALL OF LOTS 10 THROUGH 21, BOTH INCLUSIVE, IN BLOCK 11 IN McKICHAN AND MASON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 37,601 SQUARE FEET (0.8648 ACRES) OF LAND, MORE OR LESS.

PINS: 20-14-114-005-0000
20-14-114-006-0000
20-14-114-007-0000
20-14-114-008-0000
20-14-114-009-0000
20-14-114-010-0000
20-14-114-011-0000
20-14-114-012-0000
20-14-114-013-0000
20-14-114-014-0000
20-14-114-015-0000
20-14-114-016-0000
20-14-114-017-0000
20-14-114-018-0000
20-14-114-019-0000
20-14-114-020-0000
20-14-114-021-0000
20-14-114-022-0000
20-14-114-023-0000
20-14-114-024-0000
20-14-114-034-0000
20-14-114-030-0000
20-14-114-031-0000
20-14-114-036-0000

**University of Chicago Medical Center
 Leadership Organization**



88

Section I, Flood Plain Requirement

Attachment 5

A flood plan attestation, attesting that the site of the Project is not located in a flood plain and that the Project complies with the Flood Plain Rules under Illinois Executive Order #2005-5, is attached.

Section I, Flood Plain Requirement

Attachment 5

UCMC attests, by signature of the applicant on this application, that the site of the Project is not located in a flood plain and that the Project complies with the Flood Plain Rules under Illinois Executive Order #2005-5, is attached.

ATTACHMENT 5

// Make spelling changes

Cook County Map Panels

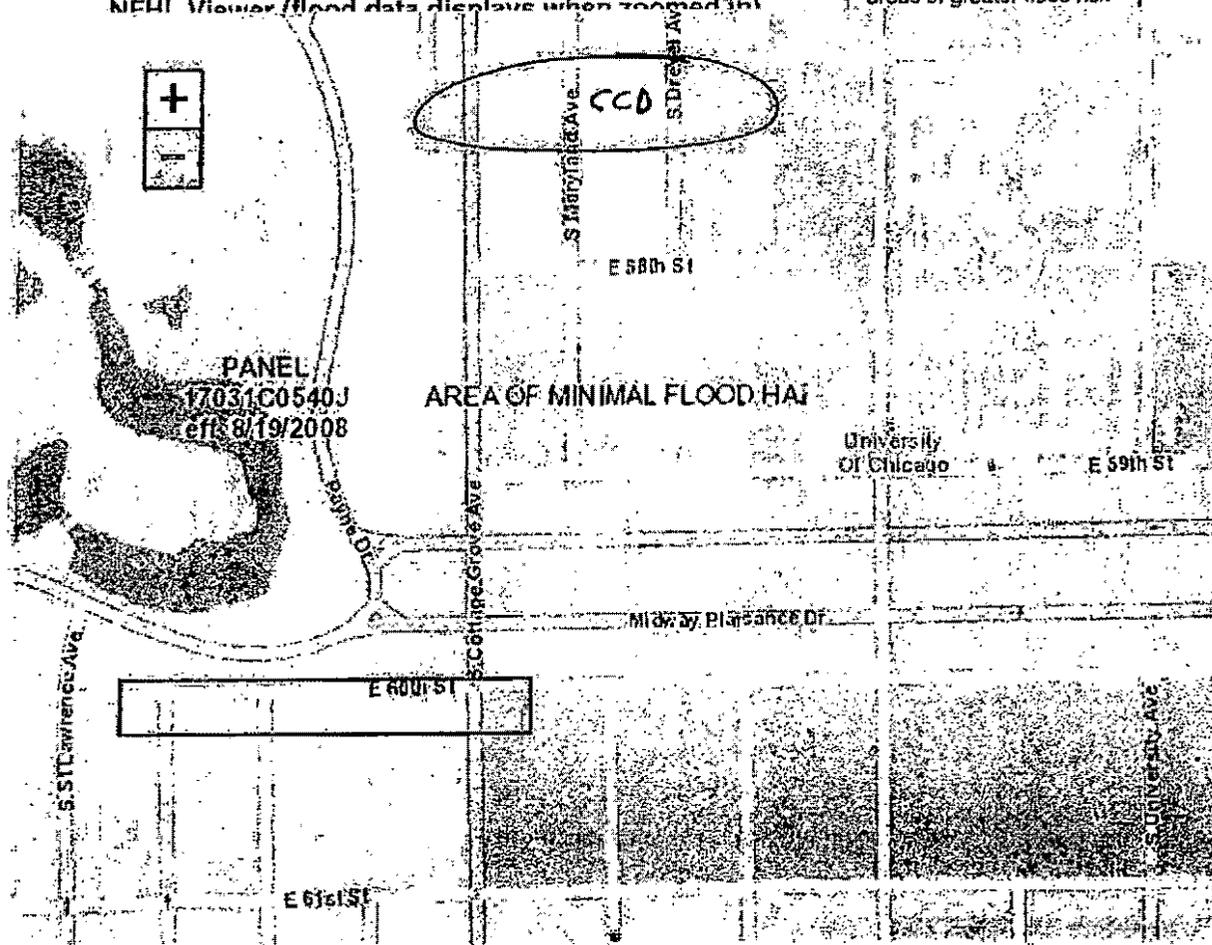
Effective Flood Insurance Rate Maps for Cook County may be viewed and/or downloaded at the FEMA Map Service Center

... even more!

Below are links to resources pertaining to Cook County

- Chicago River Watershed Discovery
- Des Plaines Watershed Discovery
- Lower Fox Watershed Discovery
- Upper Fox Watershed Discovery
- Unmapped Special Flood Hazard Areas (SFHA) (pdf)
- Destined for DFIRMs - stream studies becoming flood maps
- Effective DFIRMs Map Search on FEMA's Map Service Center
- FEMA's National Flood Hazard Layer (NFHL) download

NEHI Viewer (flood data displays when zoomed in)



What is a DFIRM?

The DFIRM Database is a digital version of the FEMA flood insurance rate map that is designed for use with digital mapping and analysis software.

A sample DFIRM showing areas of greater flood risk



2006-05

**CONSTRUCTION ACTIVITIES
IN SPECIAL FLOOD HAZARD AREAS**

WHEREAS, the State of Illinois has programs for the construction of buildings, facilities, roads, and other development projects and annually acquires and disposes of lands in floodplains; and

WHEREAS, federal financial assistance for the acquisition or construction of insurable structures in all Special Flood Hazard Areas requires State participation in the National Flood Insurance Program; and

WHEREAS, the Federal Emergency Management Agency has promulgated and adopted regulations governing eligibility of State governments to participate in the National Flood Insurance Program (44 C.F.R. 59-79), as presently enacted or hereafter amended, which requires that State development activities comply with specified minimum floodplain regulation criteria; and

WHEREAS, the Presidential Interagency Floodplain Management Review Committee has published recommendations to strengthen Executive Orders and State floodplain management activities;

NOW THEREFORE, by virtue of the authority vested in me as Governor of the State of Illinois, it is hereby ordered as follows:

ATTACHMENT 5

2. All State Agencies engaged in any development within a Special Flood Hazard Area shall undertake such development in accordance with the following:
 - A. All development shall comply with all requirements of the National Flood Insurance Program (44 C.F.R. 59-79) and with all requirements of 92 Illinois Administrative Code Part 700 or 92 Illinois Administrative Code Part 708, whichever is applicable.
 - B. In addition to the requirements set forth in preceding Section A, the following additional requirements shall apply where applicable:
 1. All new Critical Facilities shall be located outside of the floodplain. Where this is not practicable, Critical Facilities shall be developed with the lowest floor elevation equal to or greater than the 500-year frequency flood elevation or structurally dry floodproofed to at least the 500-year frequency flood elevation.
 2. All new buildings shall be developed with the lowest floor elevation equal to or greater than the Flood Protection Elevation or structurally dry floodproofed to at least the Flood Protection Elevation.
 3. Modifications, additions, repairs or replacement of existing structures may be allowed so long as the new development does not increase the floor area of the existing structure by more than twenty (20) percent or increase the market value of the structure by fifty (50) percent, and does not obstruct flood flows. Floodproofing activities are permitted and encouraged, but must comply with the requirements noted above.
3. State Agencies which administer grants or loans for financing development within Special Flood Hazard Areas shall take all steps within their authority to ensure that such development meets the requirements of this Order.
4. State Agencies responsible for regulating or permitting development within Special Flood Hazard Areas shall take all steps within their authority to ensure that such development meets the requirements of this Order.
5. State Agencies engaged in planning programs or programs for the promotion of development shall inform participants in their programs of the existence and location of Special Flood Hazard Areas and of any State or local floodplain requirements in effect in such areas. Such State Agencies shall ensure that proposed development within Special Flood Hazard Areas would meet the requirements of this Order.
6. The Office of Water Resources shall provide available flood hazard information to assist State Agencies in carrying out the responsibilities established by this Order. State Agencies which obtain new flood elevation, floodway, or encroachment data developed in conjunction with development or other activities covered by this Order shall submit such data to the Office of Water Resources for their review. If such flood hazard information is used in determining design features or location of any State development, it must first be approved by the Office of Water Resources.

I. For purpose of this Order:

- A. "Critical Facility" means any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk. The determination of Critical Facility will be made by each agency.

Examples of critical facilities where flood protection should be required include:

Emergency Services Facilities (such as fire and police stations)

Schools

Hospitals

Retirement homes and senior care facilities

Major roads and bridges

Critical utility sites (telephone switching stations or electrical transformers)

Hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances)

Examples of critical facilities where flood protection is recommended include:

Sewage treatment plants

Water treatment plants

Pumping stations

- B. "Development" or "Developed" means the placement or erection of structures (including manufactured homes) or earthworks; land filling, excavation or other alteration of the ground surface; installation of public utilities; channel modification; storage of materials or any other activity undertaken to modify the existing physical features of a floodplain.
- C. "Flood Protection Elevation" means one foot above the applicable base flood or 100-year frequency flood elevation.
- D. "Office of Water Resources" means the Illinois Department of Natural Resources, Office of Water Resources.
- E. "Special Flood Hazard Area" or "Floodplain" means an area subject to inundation by the base or 100-year frequency flood and shown as such on the most current Flood Insurance Rate Map published by the Federal Emergency Management Agency.
- F. "State Agencies" means any department, commission, board or agency under the jurisdiction of the Governor; any board, commission, agency or authority which has a majority of its members appointed by the Governor, and the Governor's Office.

7. State Agencies shall work with the Office of Water Resources to establish procedures of such Agencies for effectively carrying out this Order.
8. **Effective Date.** This Order supersedes and replaces Executive Order Number 4 (1979) and shall take effect on the first day of.

Rod R. Blagojevich, Governor

Issued by Governor: March 7, 2006
Filed with Secretary of State: March 7, 2006

ATTACHMENT 5

Section I, Historic Resources Preservation Act Requirements

Attachment 6

A letter from the Illinois Historic Preservation Agency follows that indicates a finding of no adverse effect.



**Illinois Historic
Preservation Agency**

1 Old State Capitol Plaza • Springfield, Illinois 62701-1507 • (217) 782-4836 • TTY (217) 524-7128

FAX (217) 524-7525

**Cook County
Chicago**

**Replace 6 Level II NICU Beds with 6 Level III NICU Beds, Comer Children's Hospital
5721 S. Maryland Ave.
IHPA Log #003120116**

December 5, 2016

**John R. Beberman
The University of Chicago Hospitals
Capital Budget and Control
MC 0953
850 E. 58th St.
Chicago, IL 60637-1459**

Dear Mr. Beberman:

We have reviewed the information provided for the above referenced project. This property is located within the Hyde Park – Kenwood Historic District, which was listed on the National Register of Historic Places on February 14, 1979. In our opinion the project meets The Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings" and we concur in a finding of no adverse effect.

Carrying out the project in accordance with these plans constitutes compliance with the Illinois State Agency Resources Preservation Act.

If you have any questions, please contact David Halpin, Cultural Resources Manager, at 217/785-4998.

Sincerely,

**Rachel Leibowitz, Ph.D.
Deputy State Historic
Preservation Officer**

Section I, Cost Space Requirements

Attachment 9

<u>Department/Area</u>	<u>Cost</u>	<u>Gross Square Feet</u>		<u>Amount of Proposed Total GSF That Is:</u>			
		<u>Existing</u>	<u>Proposed</u>	<u>New Constr.</u>	<u>Modern.</u>	<u>As Is</u>	<u>Vacated Space</u>
Reviewable:							
NICU Level III Unit	\$962,000	19,806	22,212			22,212	
NICU Level II Unit (TCU)	0	7,213	4,807			4,807	
Total Reviewable	\$962,000	27,019	27,019	0	0	27,019	0
Nonreviewable:							
Total Nonreviewable	\$0			0	0	0	
Grand Total	\$962,000	27,019	27,019	0	0	27,019	0

No modernization, just equipment acquisition, hence As Is for space.

Section VII D. Neonatal Intensive Care

Attachment 23

Overview

In 2001, the Review Board granted the University of Chicago Medical Center ("UCMC") a permit for project #01-006 to build the Comer Children's Hospital, which opened in 2005. Comer Children's Hospital is a tertiary pediatric facility, providing a modern yet child-friendly setting for all inpatient children's health services, including neonatal intensive care services, and has 155 beds.

The Neonatal Intensive Care Unit (NICU) at UCMC's Comer Children's Hospital is among the largest in the Midwest, with approximately 1,000 admissions every year. UCMC currently operates the 24 transitional care beds (NICU Level II) and 47 neonatal intensive care beds (NICU Level III) in its Comer Children's Hospital for which it was originally licensed.

UCMC proposes to convert six (6) existing NICU Level II beds to six (6) NICU Level III beds (the "Project"). If this Project is approved, UCMC would operate 18 NICU Level II beds and 53 NICU Level III beds upon completion.

The beds to be converted are located on the fourth floor of Comer Children's Hospital. The Project does not involve demolition of existing buildings, construction of new buildings, modernization of existing buildings, or the addition to existing buildings

1. Document that the applicant has personnel possessing proper credentials to staff its Neonatal Intensive Care Service.

NICU patients include premature babies – some weighing barely one pound – plus critically ill infants and those with life-threatening, congenital conditions. UCMC's neonatology specialists provide the highest level care, including tertiary and quaternary support, for the most complex neonatal disorders. The staff at UCMC's Comer Children's Hospital takes a multidisciplinary approach to Neonatal Intensive Care. The team includes not only Neonatologists but also pediatric specialists, neonatal nurse practitioners, specially trained nursing staff, pediatric social workers, physical therapists, respiratory therapists, and dietitians. Subspecialists in all pediatric medical and surgical areas are available around the clock with support by hospital staff with technical, laboratory and ancillary care service expertise.

UCMC's Neonatal Intensive Care Service leadership team includes:

- **Michael Schreiber, MD**
Section Chief of Neonatology
Executive Vice Chair of Pediatrics.

Dr. Schreiber is an expert in neonatal-perinatal medicine and pediatric critical care and started his practice in 1982. Dr. Schreiber's research focuses on finding new and better therapies to improve the care and quality of life for premature babies. He

served as the director of two important studies showing that inhaled nitric oxide reduced the risk of physical and developmental complications related to premature birth. A popular teacher and speaker, Dr. Schreiber has lectured at universities, hospitals and medical meetings around the world. He is an author on more than two hundred scientific reports.

- **Jaideep Singh, MD, MPH**
Medical Director, NICU

Dr. Singh specializes in the care of critically ill infants, including those born with congenital diaphragmatic hernia (CDH), heart defects, or other complications related to premature birth. Dr. Singh believes in family centered care, keeping parents of patients educated and informed. A dedicated mentor, Dr. Singh teaches medical students, residents and fellows about the latest therapeutic advances and treatments in the NICU. She emphasizes the importance of building relationships with patients, families and physicians to provide holistic care. Dr. Singh also is active in the field of medical ethics, focusing on the outcomes of babies born with low birth weights.

2. Document a letter of agreement with the regional perinatal center.

UCMC plays an integral role in the regional delivery of healthcare within Illinois as one of ten Perinatal Centers in the State. As such, UCMC is a referral center for women with high risk pregnancies and for critically ill infants. In this capacity, UCMC and its providers serve as a resource for 12 hospitals as far south as Kankakee, and in communities including Harvey, Clifton and Hazel Crest Illinois.

UCMC is responsible for the administration and implementation of IDPH's regionalized perinatal health care program, maternal and neonatal transport services and consultation services for high-risk obstetric patients within its network.

3. Document that proposed neonatal intensive care beds are needed.

UCMC's inpatient Level III neonatology volume has grown six (6) percent annually since FY13, causing a strain on current capacity that necessitates the proposed addition of six (6) NICU Level III beds. From FY13 to FY16, the average rate of Level III occupancy in UCMC's NICU increased from 82% to 87%. Additionally, the occupancy rates for the first three months of FY17 averaged 89% in the NICU. Moreover, the NICU was closed to transfers 40 times from January – September 2016 due to capacity.

During this same time, UCMC's Level II neonatology occupancy rates also increased from 64% to 73%. While both the Level III and Level II rates of occupancy have been growing, 90% of UCMC's neonate patients are classified as Level III, with the remaining patients classified as 6% Level IV and 4% Level II.

Additionally, UCMC deliveries have grown at an even faster pace due to a combination of factors including improvement in the throughput and efficiency of its use of the Labor & Delivery Unit, the recruitment of a new Section Chief of Maternal Fetal Medicine, the expansion of physician capacity, and the addition of more high-risk prenatal clinics. In FY2013, UCMC had

1,800 deliveries per year and is now on track with to meet a target of 2,500-3,000 deliveries per year by 2020. Currently, 37% of deliveries generate a neonate encounter, a figure that excludes transfers of neonates through UCMC's perinatal network.

UCMC is an important hub for its perinatal network, with approximately 47% of UCMC's Level IV high acuity neonates and 23% of Level III neonates transferred from member hospitals. Approximately 85% of all transfers come from hospitals within UCMC's Perinatal Network.

UCMC is currently in discussion with other hospital partners, with an opportunity to add one to two new hospitals to the UCMC perinatal network. The additional perinatal partnerships could each potentially yield approximately 20-40 new neonatal transfers per year.

As a Perinatal Center, UCMC has to be capable of providing the highest level of care to maternal and neonatal high-risk patients within its network of care and to make available a 24-hour "Hotline" for immediate consultation, referral, and/or transport of the perinatal patients. UCMC needs the six (6) additional NICU Level III beds to address immediate capacity constraints and to allow for adequate volume growth in the future. UCMC also needs to ensure that it has sufficient capacity to care for neonates needing the highest level of neonatal care from the perinatal hospitals within its region.

4. Document the availability of an obstetric service capable of providing care to high-risk mothers.

UCMC's Neonatology team works closely with the Department of Obstetrics and Gynecology. In the Family Birth Center, UCMC's multidisciplinary maternal-fetal medicine team provides the highest level of high-risk pregnancy care. UCMC's maternal-fetal medicine specialists provide comprehensive diagnostic and treatment services to manage high-risk pregnancy conditions and support the best possible outcome for mother and baby. As a Perinatal Center, UCMC provides comprehensive neonatal and obstetrical diagnostic and treatment facilities in affiliation with community hospitals.

UCMC's obstetric service for high-risk mothers is led by, Sarosh Rana, M.D, an Associate Professor of Obstetrics/Gynecology and the Section Chief, Maternal-Fetal Medicine. Dr. Rana, MD, cares for women with high-risk pregnancies. She is an expert in the diagnosis and management of preeclampsia – a condition characterized by high blood pressure during pregnancy. Dr. Rana also performs high-level ultrasounds, which provide a greater assessment of the fetus than traditional ultrasounds. Dr. Rana aims to improve maternal and fetal outcomes through research on preeclampsia. Her research over the last several years has focused on demonstrating clinical utility for angiogenic biomarkers in prediction of adverse outcomes among women with suspected preeclampsia.

Section 1130.531, Requirements for Exemptions for the Establishment or Expansion of neonatal Intensive Care Service and Beds

Project Description

The University of Chicago Medical Center (UCMC) proposes to increase NICU Level III beds from 47 to 53, an increase of 6. The present 47 bed unit is located on the second floor of Comer Children's Hospital. The new beds would be located within the Transitional Care Unit (NICU Level II) located in the same building on the fourth floor. The requested beds would replace 6 NICU Level II beds, which is a non-licensed bed type. The number of NICU Level II beds would decrease from 24 to 18.

During the past 12 months, ending October 31, 2016, utilization of NICU Level II beds has averaged 89.3 percent, far in excess of the 75 percent standard for this type of bed. The primary reason for this request is that between January and September, 2016, the NICU was closed to transfers 40 times. UCMC is the Perinatal Center of a 13-hospital perinatal network and must have beds to accommodate transfers of babies that cannot be treated in the transferring hospital. Nor is it acceptable to deliver at UCMC a baby that needs a NICU bed if there is no bed available. This critical bed shortage is an acute concern and the applicant seeks the approval of the bed increase by the IHFSRB.



December 6, 2016

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: University of Chicago Medical Center Certificate of Exemption – Expansion of Neonatal Intensive Care Beds (Section 1130.531) (the “Project”)

Dear Ms. Avery:

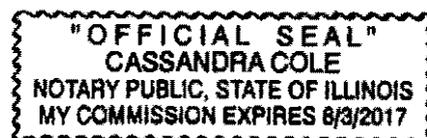
This letter attests that if this Project is approved by the Illinois Health Facilities and Services Review Board, University of Chicago Medical Center (“UCMC”) will submit a final cost report to the Illinois Department of Public Health no later than ninety (90) days following the anticipated Project completion date.

This letter further acknowledges that UCMC’s failure to complete the Project within the 24 months after the Board approves the exemption will invalidate the exemption unless UCMC requests an extension as set forth in the applicable Review Board Review rules.

Sharon O'Keefe
President

Notarization:

Subscribed and sworn to before me
This 5th day of December, 2016

Signature of Notary Public

Seal