

When recorded please return to:

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SECURITY PACIFIC EQUIPMENT LEASING, INC.
First Office Box 7722
San Francisco, CA 94120

87395391



LESSEE OWNER'S AGREEMENT AND WAIVER

Premises: 4950 West Thomas Street, Chicago, IL 60651

Owner ("Lessee"): ST. ANNE'S HOSPITAL OF CHICAGO, INC.

Lessor: SECURITY PACIFIC EQUIPMENT LEASING, INC.

Lessee has applied for a lease ("Lease") of certain equipment ("Equipment") more fully described in Schedule "A" attached hereto from a lessor of Equipment identified above ("Lessor"). Lessor is willing to enter into said Lease only if the Lessee, for itself and its successors and assigns, subordinates and waives as to the Lessor any claims, demands, or rights the Lessee may have or hereafter acquire with respect to the Equipment as the owner of the Premises identified above and therefore, Lessee, intending to be legally bound, agrees as follows:

1. Lessee certifies that it is the sole record owner of the Premises free and clear of all mortgages, trust deeds, liens or other encumbrances which might affect the Equipment, except the following:

Lienholder's name		Street		
City	County	State	Type of Lien	

2. Lessee, for itself, its successors and assigns hereby waives and subordinates any and all liens, claims, demands, offsets or other rights as an owner of the Premises arising under real property law which Lessee now has or may hereafter acquire on or in any of the Equipment presently and hereafter leased to Lessee.

3. The Equipment shall at all times be considered to be personal property and shall not constitute fixtures or become a part of the aforementioned Premises, notwithstanding the fact that any part of the Equipment may be resting upon, imbedded in or attached to the Premises by means of cement, plaster, nails, bolts, screws or otherwise. Lessor may, in accordance with the terms of the Lease, at all reasonable times enter upon the Premises to inspect and/or to remove the Equipment, in whole or in part, or to auction the Equipment in place. Lessee waives any rights, demands and claims for damages and repair of the Premises occasioned by Lessor's removal of Equipment except for any damage caused by Lessor's gross negligence or willful misconduct. Nothing herein shall be deemed to prevent Lessor from abandoning any part, or all of the Equipment which cannot, in the opinion of Lessor, be economically removed from the Premises.

4. Lessee will notify any purchaser of said Premises and any subsequent mortgagee, trustee or beneficiary under a deed of trust, or other encumbrance or lienholder of the existence of this Lessee Owner's Agreement and Waiver, which shall be binding upon the executors, administrators, successors, transferees or assignee of the Lessee and shall inure to the benefit of the successor and assigns of Lessor.

5. This Lessee Owner's Agreement and Waiver may be recorded by Lessor, and if required for recordation purposes, Lessee will promptly provide Lessor the legal description of the Premises to be attached as Exhibit B hereto.

In WITNESS WHEREOF, the undersigned has (have) executed this Lessee Owner's Agreement and Waiver this

23rd day of June 1987.

Witness:

Lessor (Individual) (-)

\$ 19.00

19.00

(SEAL)

Attest:

Alecula [Signature]

Lessor (Corporation)

ST. ANNE'S HOSPITAL OF CHICAGO, INC.

By [Signature] CFO

By [Signature] (Title)
Lessor (Partnership) Controller (Title)

Accepted: SECURITY PACIFIC EQUIPMENT LEASING, INC.

Nancy [Signature]
(Lessor)

(Date)

JUL 9 1987

By _____
(General Partner)

By _____
(General Partner)

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COOK COUNTY CLERK'S OFFICE

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SCHEDULE A

EQUIPMENT DESCRIPTION

Two (2) New York International Centrifugal Chillers.

SEE ATTACHED PURCHASE ORDER AND QUOTE

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ST. ANNE'S - ST. ELIZABETH'S HOSPITAL
PROCUREMENT DEPARTMENT
4950 West Thomas Street
Chicago, Illinois 60651

ST. ANNE'S HOSPITAL
4950 W. THOMAS, CHICAGO, IL 60651
 ST. ELIZABETH'S HOSPITAL
1431 N. CLAREMONT, CHICAGO, IL 60622
 ST. ANNE'S HOSPITAL - WEST
365 E. NORTH AVENUE, NORTHBROOK, IL 60064

A
C
E
W

PURCHASE ORDER NO. **20809**

NON CONFIRMED ORDER

PRO DATE: 3/27/87
RELIEF REQ: 5/31/87
TERMS: NET 30

QUANTITY	UNIT / CAT. NO.	DESCRIPTION	UNIT PRICE
2	EACH	CENTIFUGAL CHILLERS WITH TURBO-MODULATORS CHILLER MODEL #YTD1D3C1-CJ TURBO MODULATOR #1M300 INCLUDES ALL INSTALLATION WORK: REMOVAL OF OLD CHILLERS, ASBESTOS REMOVAL INSTALLATION OF NEW CHILLERS, CONCRETE PADS, PIPING INSULATION, BALANCING, CROSSOVER PIPING	134,150.000

ITEM NO	QUANTITY	UNIT / CAT. NO.	DESCRIPTION	UNIT PRICE
1	2	EACH	CENTIFUGAL CHILLERS WITH TURBO-MODULATORS CHILLER MODEL #YTD1D3C1-CJ TURBO MODULATOR #1M300 INCLUDES ALL INSTALLATION WORK: REMOVAL OF OLD CHILLERS, ASBESTOS REMOVAL INSTALLATION OF NEW CHILLERS, CONCRETE PADS, PIPING INSULATION, BALANCING, CROSSOVER PIPING	134,150.000

RG
10886828
AUTHORIZED SIGNATURE: [Signature]
4/2/87

SEE BACK SIDE FOR TERMS AND CONDITIONS

ARTICLES WILL NOT BE ACCEPTED UNLESS AUTHORIZED AND WILL BE
TURNED TO VENDOR FREIGHT COLLECT

VENDOR

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APPENDIX A 4

March 26, 1987

YORK
LEADER IN NEW TECHNOLOGY
FOR AIR CONDITIONING

Administration Office
St. Anne's Hospital
4950 West Thomas Street
Chicago, IL 60651

Attn: Mr. Oliver Krage

Subject: Absorption Chiller Replacement

✓ Terms: F.O.B. Factory, Freight Allowed and Prepaid
✓ Net-30-Days, No Taxes Included

Gentlemen:

We offer to furnish the equipment and services specified herein at prices stated and in accordance with the terms and conditions shown on the back of this letter.

ITEM I

CENTRIFUGAL WATER CHILLER

Two (2) YORK open drive centrifugal water chiller factory assembled and shipped in one piece. Chiller will be supplied for 480 Volts, 3 phase, 60Hz application (see attached performance data).

FACTORY INSTALLED BY YORK:

- Micro-computer Control Center complete with:
 - 40 character alphanumeric display of system parameters
 - Digital programming of essential set points
 - Leaving chilled water temperature
 - Percent current limit
 - Pulldown demand limiting
 - Seven day time clock for starting of chiller, pumps, and tower including holiday schedule
 - Remote reset temperature range
- Alphanumeric shutdown display indicating:
 - Day and time of shutdown
 - Cause of shutdown
 - Type of restart required

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Applied Systems
York International Corporation
1326 South Wolf Road
Wheeling, IL 60090
Telephone (312) 541-9675
Telex 25 3561

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- Digital display of system operating parameters including:
 - Evaporator/condenser saturation temperatures and pressures
 - Purge pressure
 - Compressor discharge temperature
 - Oil temperature and pressure
 - Return/leaving chilled water temperature
 - Return/leaving condenser water temperature
- Remote continuous reset of temperature control point and current limit from an external PWM control signal
- Compressorless purge system
- Refrigerant and oil charge shipped in drums
- Compact water boxes with stub out water connections having victaulic grooves
- Factory insulated cooler
- 150 psig DWP chilled water circuit
- 150 psig DWP condenser water circuit
- Automatic restart after power failure

ACCESSORIES SUPPLIED BY YORK:

- Spring vibration isolators
- Chilled water flow switch (if required)

VARIABLE SPEED CENTRIFUGAL CHILLER

We will supply ^{two} a variable speed centrifugal chiller. The speed is varied by a Turbo-Modulator which minimizes the centrifugal chiller energy consumption by automatically varying both chiller motor speed and compressor inlet vane position in response to the building's cooling load.

INSTRUMENTATION INCLUDED: /

- Indicating ammeter
- Indicating voltmeter
- Elapsed running time meter
- Kilowatt meter
- Digital frequency (Hz) meter
- Chilled water temperature adjustment
- Motor current limit adjustment
- Oil, condenser, evaporator pressure gauges

SAFETIES AND DIAGNOSTICS INCLUDED:

- Three leg sensing current overload with indicating light
- Current fault protection with indicating light
- Power failure indicating light
- High temperature safety system with indicating light
- Under voltage protection
- Transient voltage protection
- Hinged access doors with lock and key
- Diagnostic test switches

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COST SAVING INSTALLATION FEATURES:

- Thermometers are not required for chilled water lines and condenser water lines
- Auxiliary water piping is not required for oil cooler & purge unit
- Oil pump starter is factory mounted and wired
- Field assembly is not required

CHILLER START-UP AND OPERATOR INSTRUCTION

A York Service Technician will leak test and adjust the chiller, and concurrently instruct operating personnel during regular working hours.

WARRANTY

Price includes a one (1) year labor warranty to cover the cost of labor to remove or reinstall any defective components for the above chiller. This warranty to coincide with York International's standard parts only warranty as described in Item 6 of our Terms and Conditions of sale.

INSTALLATION

We will provide installation of the chiller described above. The installation will include the following:

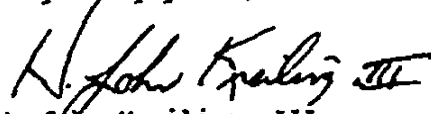
- Removal of existing absorption chiller
- Removal of asbestos in the chiller room only
- Rig, locate and piping of new chiller
- New concrete pad as required for the new chiller only
- Replacement of piping insulation as required for new chiller
- Balancing of existing pumps (chiller water and condenser water) serving new chiller
- Crossover piping to join the two chilled water circuits
- Utilize existing pumps and cooling towers

PRICE

Total price to provide equipment and services described above for two chillers (.58 KW/ton).....\$268,300.00

Thank you for considering YORK products on this project. If you have any questions, please call me at 312/541-9675.

Very truly yours,


H. John Kreiling, III
Senior Sales Engineer

td

Proposal No. 87-0304AR1

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EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

SEE ATTACHED ~~LETTER~~ LETTER DATED 6/16/87
TOOMEY TO GERMAIN.

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LAW OFFICES

McCARTHY & TOOMEY

FRANK A. McCARTHY
JOHN E. TOOMEY
TIMOTHY C. TOOMEY

SUITE 550
221 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601
(312) 782-8877

June 16, 1987

PM = 16-04-404-002,003

Mr. Roger R. Gertmann
Director of Purchasing
St. Anne's Hospital
4950 West Thomas Street
Chicago, Ill. 60651

In re: Legal Description of Principal Hospital Property

Dear Roger:

The following represents the legal description of the principal hospital property bounded by Lavergne, Division, Lamon, and Thomas:

The North West 1/4 of the North East 1/4 of the South East 1/4 of Section 4, Township 39 North, Range 13 East of the Third Principal Meridian, excepting therefrom the West 33 Feet thereof dedicated for public street per Document 9076528, in Cook County, Illinois.

The above description excludes the area on which the parking garage is situated. However, it should not be necessary to utilize such description as it is our understanding that chillers will be installed somewhere on the principal hospital property.

If you have any further questions, please call.

Kind regards.

Very truly yours,

McCARTHY & TOOMEY

By

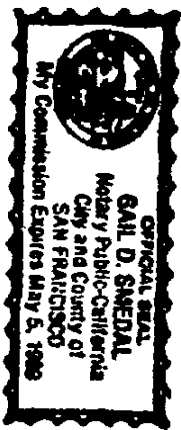
Timothy C. Toomey

TCT:ijp

cc: Mr. Reginald P. Gibson, F.A.C.H.E.
Associate Executive Director

16-04-404-002,003

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO ss.



The attached is only a printed form which may be prepared by any person for use in either handwriting and in the city, or as intended to act, as a substitute for the signature of an attorney. The printed form does not make any warranty either express or implied as to the legal validity of any provision or the substance of these terms in any specific instrument.
Cowdery's Form No. 28 — Acknowledgment by a Notary Public —
Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/63)

On this 7th day of May, 1969, in the year 1969, before me, a Notary Public, State of California, duly licensed and sworn, personally appeared Harold J. Sageral personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Secretary or on behalf of the corporation therein named and acknowledged to me that such corporation, executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City of San Francisco County of San Francisco on the date set forth above in this certificate.

My commission expires 5/5/69
Notary Public, State of California

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