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**SERIES 1993A SUPPLEMENTAL MASTER TRUST INDENTURE,  
MORTGAGE AND SECURITY AGREEMENT**

Dated as of October 1, 1993

Among

RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER,  
RUSH NORTH SHORE MEDICAL CENTER  
COPLEY MEMORIAL HOSPITAL, INC.  
COPLEY MEMORIAL HOSPITAL HEALTH CARE FOUNDATION  
FOX VALLEY HEALTH SERVICES CORPORATION  
COPLEY VENTURES, INC.

and

CONTINENTAL BANK, NATIONAL ASSOCIATION,  
as Master Trustee

Supplementing and amending the Master Trust Indenture dated as of December 1, 1985, recorded as Document Number 85341265 and with corrected instrument recorded as Document Number 86035107, the Series 1985 Supplemental Master Trust Indenture, Mortgage and Security Agreement also dated as of December 1, 1985, recorded as Document Number 85341270, the First Series 1987 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 1, 1987, recorded as Document Number 87408578, the Rush North Shore Supplemental Master Trust Indenture dated as of July 15, 1989, recorded as Document Number 89369343, the Series 1989A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 15, 1989, recorded as Document Number 89369344, the Series 1989B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of August 15, 1989, recorded as Document Number 89379898, the Series 1990A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of March 1, 1990, recorded as Document Number 90189799, the Series 1990B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of September 1, 1990, recorded as Document Number 90456030, the Series 1991A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of June 1, 1991, recorded as Document Number 91472818, the Amendatory Supplemental Master Trust Indenture dated as of November 1, 1991, the Amendatory Supplemental Master Trust Indenture dated as of November 30, 1993, and the Copley Supplemental Master Trust Indenture dated as of October 1, 1993

and

Providing for the Issuance of Various Direct Note Obligations and for the security of the Rush Facilities Mortgage

This instrument was prepared by:  
Tom Arthur  
Gardner, Carton & Douglas  
321 North Clark Street, Suite 3400  
Chicago, Illinois 60610

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This SERIES 1993A SUPPLEMENTAL MASTER TRUST INDENTURE, MORTGAGE AND SECURITY AGREEMENT (the "Series 1993A Mortgage"), dated as of October 1, 1993, among RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER, an Illinois not for profit corporation (the "Corporation"), RUSH NORTH SHORE MEDICAL CENTER, an Illinois not for profit corporation ("Rush North Shore"), COPLEY MEMORIAL HOSPITAL, INC., an Illinois not for profit corporation ("Copley"), COPLEY MEMORIAL HOSPITAL HEALTH CARE FOUNDATION, an Illinois not for profit corporation (the "Foundation"), FOX VALLEY HEALTH SERVICES CORPORATION, an Illinois not for profit corporation ("Fox Valley"), COPLEY VENTURES, INC., an Illinois not for profit corporation ("Copley Ventures") and CONTINENTAL BANK, NATIONAL ASSOCIATION (formerly Continental Illinois National Bank and Trust Company of Chicago), a national banking institution duly established, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States, with its principal corporate trust office, domicile and post office address at 231 South LaSalle Street, Chicago, Illinois 60697, herein called the "Master Trustee";

## PRELIMINARY STATEMENT

The Corporation, Rush North Shore, Copley, the Foundation, Fox Valley and Copley Ventures are authorized by law, and deem it necessary and desirable that they be able, to issue Direct Note Obligations and other evidences of indebtedness (collectively, the "Obligations") of several series in order to secure the financing or refinancing of health care facilities and for other lawful and proper corporate purposes. Copley, the Foundation, Fox Valley and Copley Ventures are affiliated, and are sometimes referred to herein as the "Fox Valley Members."

The Corporation, as the original Member of an Obligated Group, has heretofore executed and delivered to the Master Trustee that certain Master Trust Indenture dated as of December 1, 1985 (the "Original Master Indenture"), as supplemented and amended by the Series 1985 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of December 1, 1985 (the "Series 1985 Mortgage") and the First Series 1987 Supplemental Master Trust Indenture, Mortgage and Security Agreement (the "Series 1987 Mortgage"); and the Corporation and Rush North Shore (as an added Member of such Obligated Group) have heretofore executed and delivered to the Master Trustee the Rush North Shore Supplemental Master Trust Indenture (the "Rush North Shore Supplemental Indenture"), dated as of July 15, 1989, the Series 1989A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated July 15, 1989 (the "Series 1989A Mortgage"), the Series 1989B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of August 15, 1989 (the "Series 1989B Mortgage"), the Series 1990A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of March 1, 1990 (the "Series 1990A Mortgage"), the Series 1990B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of September 1, 1990 (the "Series 1990B Mortgage"); the Series 1991A Supplemental Master Trust Indenture, Mortgage and Security Agreement (the "Series 1991A Mortgage"); the Amending Supplemental Master Trust Indenture dated as of November 1, 1991; the Amending Supplemental Master Trust Indenture dated as of November 30, 1993; and the Corporation, Rush North Shore, and the Fox Valley Members (as added Members of such Obligated Group) have heretofore executed and delivered to the Master Trustee the Copley Supplemental Master Trust

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Indenture (the "Copley Supplemental Indenture") dated October 1, 1993 for the purpose of providing for the admission of new Members of the Obligated Group, for the issuing of Obligations in various series, without limit as to principal amount except as therein stated, and for the securing of such Obligations.

The Original Master Indenture as supplemented and amended from time to time is referred to herein as the "Master Indenture", and the Series 1985 Mortgage, Series 1987 Mortgage, Series 1989A Mortgage, Series 1989B Mortgage, Series 1990A Mortgage, Series 1990B Mortgage, Series 1991A Mortgage and this Series 1993A Mortgage are referred to herein as the "Rush Facilities Mortgages".

The Original Master Indenture, in Article II thereof, provides for the issuance of "Obligations" thereunder without limitation. Each series of Obligations is to be designated so as to differentiate the Obligations of such series. Each series of Obligations issued thereunder may be secured by security (including, without limitation, liens, letters or lines of credit or insurance) of a Member ("Secured Obligations") which need not extend to any other series of Obligations. The Supplemental Master Indenture pursuant to which any Secured Obligations are issued may provide for supplements and amendments to the Master Indenture to provide for such security.

The Series 1985 Mortgage provided for the issuance of Secured Obligations from time to time by the Corporation or another Member. Secured Obligations were initially issued in two series, designated the Series 1985 A and B Obligations. The Series 1987 Mortgage provided for the issuance of the Corporation's Secured Note designated the Series 1987 Obligation. The Series 1989A Mortgage provided for the issuance of (i) the Corporation's Direct Note Obligation, Series 1989A-1, (ii) Rush North Shore's Direct Note Obligation, Series 1989A-2, (iii) the Credit Agreement constituting the Corporation's Direct Obligation, Series 1989B and (iv) Rush North Shore's Direct Note Obligation, Series 1989C. The Series 1989B Mortgage provided for the issuance of the Corporation's Series 1989D Direct Note Obligation. The Series 1990A Mortgage provided for the issuance of Rush North Shore's Direct Note Obligation, Series 1990A. The Series 1990B Mortgage provided for the issuance of the Corporation's Series 1990B-1 Direct Note Obligation and Series 1990B-2 Direct Note Obligation. The Series 1991A Mortgage provided for the issuance of the Corporation's Series 1991A-1 Direct Note Obligation and Rush North Shore's Series 1991A-2 Direct Note Obligation. This Series 1993A Mortgage provides for the issuance of the Series 1993 Corporation Obligation, the Series 1993 Copley Obligation and the Series 1993 Rush North Shore Obligation. The Obligations referred to in this paragraph are collectively referred to as the "Rush Mortgage Obligations".

Secured Obligations are not limited as to the number of additional series to be issued or as to the aggregate principal amount thereof. Additional series of Secured Obligations may be issued pursuant to one or more subsequent Supplemental Master Indentures which may provide for issuance of Secured Obligations equally and ratably secured with the Rush Mortgage Obligations or which may provide for issuance of Secured Obligations creating separate liens on other properties of one or more Members.

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The Illinois Health Facilities Authority (the "Authority") is a body politic and corporate and a public instrumentality of the State of Illinois having, among other powers, the statutory power (i) to make mortgage loans or other secured or unsecured loans to and for the benefit of any participating health institution in the State of Illinois for the cost of a project, (ii) to refund outstanding obligations incurred by a participating health institution for the cost of a project, and (iii) to refinance indebtedness incurred for projects undertaken and completed when the Authority finds that such refinancing is in the public interest. The Authority has determined to assist the Obligated Group by the offering of \$113,000,000 aggregate principal amount of Illinois Health Facilities Authority Revenue Bonds, Series 1993 (Rush-Presbyterian-St. Luke's Medical Center Obligated Group) (the "Series 1993 Bonds") on behalf of the Corporation, Rush North Shore and Copley.

To evidence the loan of the proceeds of the Series 1993 Bonds and to secure the obligations of the Obligated Group hereunder, Members of the Obligated Group will issue their Direct Note Obligations (the "Series 1993 Obligations") in the aggregate principal amounts set forth below:

To be issued by the Corporation - \$38,735,000 Series 1993A-1 Direct Note Obligation;

To be issued by Copley - \$66,265,000 Series 1993A-2 Direct Note Obligation; and

To be issued by Rush North Shore - \$8,000,000 Series 1993A-3 Direct Note Obligation.

The Series 1993 Obligations will be delivered pursuant to three separate Loan Agreements dated as of October 1, 1993 by and between the Authority and the Corporation, Copley and Rush North Shore respectively (the "Loan Agreements").

Section 415 of the Original Master Indenture limits the incurrence of Additional Indebtedness by the Corporation or any other Member. The Corporation, Rush North Shore, the Fox Valley Members and the Master Trustee have determined that the Series 1993 Obligations constitute Indebtedness permitted to be incurred by the Members as Additional Indebtedness pursuant to paragraph (C) of Section 415.

Members of the Obligated Group have determined that additional property shall become a part of the Mortgaged Property under the Rush Mortgage. Mortgaged Property of the Corporation, Copley and Rush North Shore is respectively described in Exhibits A, B and C hereto.

All acts and things necessary to make the respective Series 1993 Obligations, when authenticated by the Master Trustee, as provided in the Master Indenture, the valid, binding and legal obligations of the Corporation, Copley and Rush North Shore, respectively, secured by the Rush Facilities Mortgages, have in all respects been duly authorized; the Corporation, the Fox Valley Members and Rush North Shore, in the exercise of the legal right and power vested in them, execute this Series 1993A Mortgage; and the Corporation, Copley and Rush North Shore propose to make, execute and deliver the respective Series 1993 Obligations.

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## GRANTING CLAUSES

In consideration of the premises, the acceptance of the Series 1993 Obligations by the Authority, the acceptance by the Master Trustee of the trusts hereby created and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and any premium which may be due and payable on and the interest on all the Rush Mortgage Obligations and any other Secured Obligations at any time issued and outstanding and designated by the Corporation, the Fox Valley Members, Rush North Shore and by any other Member of the Obligated Group as Secured Obligations entitled to the equal and rable security of the Rush Facilities Mortgages, in accordance with their tenor and effect, and in order to secure the performance and observance by the Corporation, the Fox Valley Members and Rush North Shore of all the covenants and conditions contained in the Series 1993 Obligations, the Master Indenture, and the Loan Agreements, the Corporation, the Fox Valley Members and Rush North Shore have executed and delivered this Series 1993A Mortgage and by these presents do assign, grant, mortgage, warrant, convey, transfer, pledge, set over and confirm and do grant a security interest unto the Master Trustee and to its successors in the trust hereby created, and to it and its assigns forever, all the Corporation's, the Fox Valley Member's, and Rush North Shore's right, title and interest in, to and under any and all of the following described property (herein the "Mortgaged Property"):

### DIVISION I

The real estate described in Exhibits A, B and C hereto, together with the entire interest (whether now owned or hereafter acquired) in and to said real estate and the entire interest of the Corporation, the Fox Vailey Members, and Rush North Shore in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed upon such real estate, including all right, title and interest of the Corporation, the Fox Valley Members, and Rush North Shore in and to all building materials, building equipment and fixtures of every kind and nature whatsoever on said real estate or in any building, structure or improvement now or hereafter constructed on said real estate, and the reversion or reversions, remainder or remainders, in and to said real estate, and together with the entire interest of the Corporation, the Fox Valley Members, and Rush North Shore in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to said real estate (including the amendment and supplement to the Declaration of Easement among the Corporation, the Authority and the trustee under the 1976 Indenture dated as of March 1, 1979 and recorded as document 24957556 in the Office of the Recorder of Deeds, Cook County, Illinois on May 11, 1979), belonging or in any wise appertaining thereto, and all right, title and interest of the Corporation, the Fox Valley Members, or Rush North Shore in and to any streets, ways or alleys adjoining said real estate or any part thereof including all bridges thereover and tunnels thereunder, including without limitation all claims or demands whatsoever of the Corporation, the Fox Valley Members, or Rush North Shore either in law or in equity, in possession or expectancy of, in and to said real estate, it being the intention of the parties hereto that so far as may be permitted by law, all tangible property now owned or hereafter acquired by the Corporation, the Fox Valley Members, Rush North Shore or any other Member and affixed to

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or attached to said real estate shall be deemed to be, and shall be considered as, fixtures and appurtenances to said real estate of the Corporation, the Fox Valley Members, Rush North Shore or any other Member; provided, however, that food service equipment, television service equipment, x-ray, radiological, surgical, laboratory, radioisotope and similar medical equipment which may be attached or affixed to said real estate shall not be deemed to be fixtures to said real estate unless such equipment cannot be removed and the structures restored without material damage to said real estate;

SUBJECT, HOWEVER, to Permitted Encumbrances, as defined in Article I of the Master Indenture;

## DIVISION II

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Corporation, the Fox Valley Members, Rush North Shore or any other Member or by anyone in their behalf to the Master Trustee, including, without limitation, funds of the Corporation, Rush North Shore, the Fox Valley Members, or any other Member held by the Master Trustee as security for the Secured Obligations.

TO HAVE AND TO HOLD all and singular the Mortgaged Property, whether now owned or hereafter acquired, unto the Master Trustee, its successors and assigns forever; provided, however, that this Series 1993A Mortgage is upon the express condition that if the Corporation, the Fox Valley Members, Rush North Shore and the other Members shall pay or cause to be paid all indebtedness secured by the Rush Facilities Mortgages and shall keep, perform and observe all and singular the covenants and promises in the Rush Mortgage Obligations or any other Secured Obligations hereinafter issued under the Master Indenture which the Corporation may designate to be secured under the Rush Facilities Mortgages or in the Loan Agreements expressed to be kept, performed and observed by the Corporation, then the Rush Facilities Mortgages and the rights thereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

The lien and priority of the Rush Facilities Mortgages from the inception of each shall equally and ratably extend to all amounts payable by the Corporation, the Fox Valley Members, Rush North Shore or any other Member from time to time under the Rush Mortgage Obligations or any Secured Obligations hereinafter issued under the Master Indenture which the Corporation, the Fox Valley Members, Rush North Shore or any other Member of the Obligated Group may designate by execution and delivery of a Supplemental Master Trust Indenture with respect thereto to be secured under the Rush Facilities Mortgages. The lien and priority of any Supplemental Master Indenture which the Corporation may designate to add security hereto at its inception shall equally and ratably extend to Rush Mortgage Obligations or any Secured Obligations hereinafter issued under the Master Indenture which the Corporation may designate to be secured under the Rush Facilities Mortgages.

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The Corporation, the Fox Valley Members, Rush North Shore and the Master Trustee hereby further covenant and agree as follows:

## ARTICLE I.

### DEFINITIONS

**SECTION 1.1. Definitions.** The terms used in this Series 1993A Mortgage, unless the context requires otherwise, shall have the same meanings set forth in the Preliminary Statement above and in the Original Master Indenture as supplemented to date. All accounting terms not otherwise defined in such documents or herein shall have the meanings assigned to them in accordance with generally accepted accounting principles in effect from time to time. Certain terms are separately defined in Article V. In addition, the following words and terms as used herein shall have the following meanings unless the context or use indicates another meaning or intent:

"Authority" means the Illinois Health Facilities Authority, a body politic and corporate and public instrumentality of the State of Illinois.

"Bond Indenture" means the Bond Trust Indenture dated as of October 1, 1993 between the Authority and the Bond Trustee, as it may from time to time be amended or supplemented.

"Bond Insurer" means Municipal Bond Investors Assurance Corporation, a stock insurance corporation organized under the laws of the State of New York, and any successor thereto.

"Bond Trustee" means The First National Bank of Chicago or any successor trustee under the Bond Indenture.

"Copley" means Copley Memorial Hospital, Inc., an Illinois not for profit corporation.

"Copley Loan Agreement" means the Loan Agreement dated as of October 1, 1993, between Copley and the Authority, as it may from time to time be amended and supplemented.

"Copley Obligation" means the \$66,265,000 Direct Note Obligation, Series 1993A-2, described in Section 2.2.

"Copley Ventures" means Copley Ventures, Inc., an Illinois not for profit corporation.

"Corporation" means Rush-Presbyterian-St. Luke's Medical Center, an Illinois not for profit corporation.

"Corporation Loan Agreement" means the Loan Agreement dated as of October 1, 1993, between the Corporation and the Authority, as it may from time to time be amended and supplemented.

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"Corporation Obligation" means the \$38,735,000 Direct Note Obligation, Series 1993A-1, described in Section 2.1.

"Foundation" means Copley Memorial Hospital Health Care Foundation, an Illinois not for profit corporation.

"Fox Valley" means Fox Valley Health Services Corporation, an Illinois not for profit corporation.

"Fox Valley Members" means Copley, the Foundation, Fox Valley and Copley Ventures.

"Hospital Facilities" means the Land and all buildings, improvements and fixtures (excluding personal property and equipment which are not fixtures and may be removed without damage to the real estate) now or hereafter located on the Land.

"Land" means the real estate described in Exhibits A, B and C to this Series 1993A Mortgage and all improvements and fixtures, unless released under the provisions of Section 4.2.

"Loan Agreements" means the Corporation Loan Agreement, the Copley Loan Agreement and the Rush North Shore Loan Agreement.

"Master Indenture" means the Original Master Indenture as supplemented and amended.

"Mortgaged Property" means the Land and other property described in the granting clauses of this Series 1993A Mortgage and any and all other property from time to time hereafter delivered as additional security pursuant to such granting clauses and this Series 1993A Mortgage unless released under the provisions of Section 4.2.

"Original Master Indenture" means the Master Trust Indenture dated as of December 1, 1985, referred to in the Preliminary Statement.

"Rush Facilities Mortgage" means the first mortgage lien on the Mortgaged Property secured pursuant to the Rush Facilities Mortgages and pursuant to Supplemental Master Indentures, if any, by which the Corporation, the Fox Valley Members, Rush North Shore and any other Member shall designate Obligations thereunder to be secured equally and ratably with the Rush Mortgage Obligations.

"Rush Facilities Mortgages" means the Series 1985 Mortgage, the Series 1987 Mortgage, the Series 1989A Mortgage, the Series 1989B Mortgage, the Series 1990A Mortgage, the Series 1990B Mortgage, the Series 1991A Mortgage and this Series 1993A Mortgage.

"Rush Mortgage Obligations" means the Series 1985 A and B Obligations, the Series 1987 Obligation, the Series 1989A-1 Obligation, the Series 1989A-2 Obligation, the Series 1989B Obligation, the Series 1989C Obligation, the Series 1989D Obligation, the Series 1990A

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Obligation, the Series 1990B Obligations, the Series 1991A Obligations, the Series 1993 Obligations and other Obligations, if any, secured by the Rush Facilities Mortgage.

"Rush North Shore" means Rush North Shore Medical Center, an Illinois not for profit corporation.

"Rush North Shore Loan Agreement" means the Loan Agreement dated as of October 1, 1993, between Rush North Shore and the Authority, as it may from time to time be amended or supplemented.

"Rush North Shore Obligation" means the \$8,000,000 Direct Note Obligation, Series 1993A-3, described in Section 2.3.

"Secured Obligations" means the Rush Mortgage Obligations and other Secured Obligations issued as provided in Section 208 of the Original Master Indenture secured by security (including, without limitation, liens, letters or lines of credit or insurance) of the Corporation or of another Member.

"Series 1985 Mortgage" means the Series 1985 Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of December 1, 1985.

"Series 1987 Mortgage" means the First Series 1987 Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of July 1, 1987.

"Series 1989A Mortgage" means the Series 1989A Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of July 15, 1989.

"Series 1989B Mortgage" means the Series 1989B Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of August 15, 1989.

"Series 1990A Mortgage" means the Series 1990A Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of April 1, 1990.

"Series 1990B Mortgage" means the Series 1990B Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of September 1, 1990.

"Series 1991A Mortgage" means the Series 1991A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of June 1, 1991.

"Series 1993A Mortgage" means this Series 1993A Supplemental Master Trust Indenture, Mortgage and Security Agreement, dated as of September 1, 1993.

"Series 1985 A and B Obligations" means the Obligations defined in the Series 1985 Mortgage.



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"Series 1987 Obligation" means the Secured Note defined in the Series 1987 Mortgage.

"Series 1989A-1 Obligation" means the Rush-Presbyterian-St. Luke's Medical Center Direct Note Obligation, Series 1989A-1, defined in the Series 1989A Mortgage.

"Series 1989A-2 Obligation" means the Rush North Shore Medical Center Direct Note Obligation, Series 1989A-2, defined in the Series 1989A Mortgage.

"Series 1989B Obligation" means the Credit Agreement defined in the Series 1989A Mortgage.

"Series 1989C Obligation" means the Rush North Shore Medical Center Direct Note Obligation, Series 1989C, defined in the Series 1989A Mortgage.

"Series 1989D Obligation" means the Rush-Presbyterian-St. Luke's Medical Center Direct Note Obligation, Series 1989D, defined in the Series 1989B Mortgage.

"Series 1990A Obligation" means the Rush North Shore Medical Center Direct Note Obligation, Series 1990A, defined in the Series 1990A Mortgage.

"Series 1990B Obligations" means the Series 1990B-1 Obligation and the Series 1990B-2 Obligation defined in the Series 1990B Mortgage.

"Series 1991A-1 Obligation" means the Rush-Presbyterian-St. Luke's Medical Center Direct Note Obligation, Series 1991A-1, defined in the Series 1991A Mortgage.

"Series 1991A-2 Obligation" means the Rush North Shore Medical Center Direct Note Obligation, Series 1991A-2, defined in the Series 1991A Mortgage.

"Series 1991A Obligations" means the Series 1991A-1 Obligation and the Series 1991A-2 Obligation.

"Series 1993 Obligations" means the Copley Obligation, the Corporation Obligation and the Rush North Shore Obligation.

**SECTION 1.2. Construction of References.** All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Series 1993A Mortgage as a whole and not to any particular Article, Section or subdivision unless the context indicates otherwise.

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## ARTICLE II.

### THE SERIES 1993 OBLIGATIONS

**SECTION 2.1.** Creation and Terms of the Corporation Obligation. There is hereby created an Obligation, designated the "Rush-Presbyterian-St. Luke's Medical Center Series 1993A-1 Direct Note Obligation," which is referred to in this Series 1993A Mortgage as the Corporation Obligation. It shall be substantially in the form set forth as Exhibit D hereto, shall be in the principal amount of \$38,735,000 and shall bear interest from the date of issuance at the rates described therein on the unpaid balance until paid as calculated and billed pursuant to the Corporation Loan Agreement.

**SECTION 2.2.** Creation and Terms of the Copley Obligation. There is hereby created an Obligation designated the "Copley Memorial Hospital, Inc. Series 1993A-2 Direct Note Obligation," which is referred to in this Series 1993A Mortgage as the Copley Obligation. It shall be substantially in the form set forth as Exhibit E hereto, shall be in the principal amount of \$66,265,000 and shall bear interest from the date of issuance at the rates described therein on the unpaid balance until paid as calculated and billed pursuant to the Copley Loan Agreement.

**SECTION 2.3.** Creation and Terms of the Rush North Shore Obligation. There is hereby created an Obligation, designated the "Rush North Shore Medical Center Series 1993A-3 Direct Note Obligation," which is referred to in this Series 1993A Mortgage as the Rush North Shore Obligation. It shall be substantially in the form set forth as Exhibit F hereto, shall be in the principal amount of \$8,000,000 and shall bear interest from the date of issuance at the rates described therein on the unpaid balance until paid as calculated and billed pursuant to the Rush North Shore Loan Agreement.

**SECTION 2.4.** General Terms of All Series 1993 Obligations. Each of the Series 1993 Obligations shall be executed, authenticated and delivered in accordance with Article II of the Original Indenture, shall constitute an "Accelerable Instrument" hereunder, and shall be issuable as one registered Obligation, without coupons.

**SECTION 2.5.** Conditions Precedent to Issuance of the Series 1993 Obligations and Disbursements. The Series 1993 Obligations shall not be issued until all conditions precedent to the issuance of the Series 1993 Obligations by the Corporation, Copley and Rush North Shore pursuant respectively to the Corporation Loan Agreement, the Copley Loan Agreement and the Rush North Shore Loan Agreement and also pursuant to the Master Indenture as supplemented to date (including, without limitation, the matters set forth in Section 701 of the Original Master Indenture) shall have been satisfied or waived by the proper party or parties thereto. In addition, the subsequent disbursements by the Authority to the respective Members under the Series 1993 Obligations shall not be made until all conditions precedent thereto pursuant to the Loan Agreements shall have been satisfied or waived by the proper party or parties thereto.

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**SECTION 2.6. Designation by the Corporation, the Fox Valley Members and Rush North Shore.** Pursuant to Section 2.3 of the Series 1985 Mortgage, the Corporation, the Fox Valley Members and Rush North Shore hereby designate the Series 1993 Obligations as additional series of Secured Obligations to be issued and equally and ratably secured by the Rush Facilities Mortgage.

## ARTICLE III.

### PREPAYMENT OF THE SERIES 1993 OBLIGATIONS

The Series 1993 Obligations shall be subject to prepayment prior to maturity, in whole or in part, in certain required installments as set forth in the Series 1993 Obligations [and Principal Payment Grids attached thereto]. The Series 1993 Obligations shall also be prepayable in optional prepayments as provided in Article VI of each of the Loan Agreements.

## ARTICLE IV.

### INCORPORATION OF TERMS AND PROVISIONS OF SERIES 1989A MORTGAGE AND AMENDMENT OF DEFINITIONS

**SECTION 4.1. Covenants and Agreements.** The covenants and agreements of the Corporation contained in Article V of the Series 1989A Mortgage with respect to the Mortgaged Property and any additional property are incorporated herein by reference.

**SECTION 4.2. Release and Substitution of Property.** The conditions for release and substitution of the Hospital Facilities or other real property subject to the lien of the Series 1989A Mortgage, as supplemented by the Series 1989B Mortgage, the Series 1990A Mortgage, the Series 1996B Mortgage, the Series 1991A Mortgage and by this Series 1993A Mortgage, contained in Article VI of the Series 1989A Mortgage are incorporated herein by reference.

**SECTION 4.3. Additional Remedies.** The separate and additional remedies set forth in Article VIII of the Series 1989A Mortgage, which are applicable to the holder of the Series 1993 Obligations (as a holder of one of the Secured Obligations secured by the Rush Facilities Mortgages), are incorporated herein by reference.

**SECTION 4.4. Definitions.** The definitions of "Rush Facilities Mortgage", "Rush Mortgage Obligations" and "Secured Obligations" contained in the Series 1989A Mortgage are hereby amended to have the respective meanings thereof set forth herein in Section 1.1.

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PROPERTY

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## ARTICLE V.

### COVENANTS AND RESTRICTIONS FOR THE BENEFIT OF THE BOND INSURER

**SECTION 5.1. Introduction - Bond Insurer Covenants.** The covenants and restrictions contained in this Article V for the benefit of the Bond Insurer (the "Bond Insurer Covenants") apply in addition to, and not in substitution of, the provisions of the Original Master Indenture as supplemented and amended. The Bond Insurer Covenants shall only be applicable during the period any Series 1993 Bonds are Outstanding and the Bond Insurer has not lost its consent rights pursuant to Section 1310 of the Bond Indenture. The Bond Insurer Covenants may only be enforced by the Bond Insurer and may be modified, amended or waived at any time with the prior written consent of the Bond Insurer and without the consent of the Master Trustee, the Bond Trustee, any holder of the Series 1993 Obligations or any other Obligation or any owner of Series 1993 Bonds or any other Related Bonds.

**SECTION 5.2. Covenant with respect to Rates and Charges.** For the benefit of the Bond Insurer, Section 409 of the Original Master Indenture is deemed to include the following additional paragraph:

"In each Fiscal Year the Historical Debt Service Coverage Ratio will be at least 1:1, any provision to the contrary in this Section 409 notwithstanding."

**SECTION 5.3. Annual Documentation.** The Original Master Indenture is modified by adding the following section at the end of Section 414 thereof:

To the extent the documentation requested below is relevant to its operations, each Member agrees that within one hundred fifty (150) days of the end of each Fiscal Year, it will submit to the Bond Insurer (or, in the case of items 1 and 2, to cause the Obligated Group to submit) the following documentation:

1. Audited financial statements for the Obligated Group for the most recent fiscal year.
2. A list of all Members of the Obligated Group as of the end of the most recent fiscal year.
3. Quarterly financial statements for the Obligated Group with comparables for the similar period of the prior year, to be submitted within 60 days of the end of each quarterly period.
4. Management letter for the most recent fiscal year.
5. A letter from each Member concerning material litigation, if any, and containing a schedule of all material pending litigation.

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6. Copies of the report of the Insurance consultant required pursuant to the Master Indenture or any Related Bond Document.
7. Board approved annual operating and capital budgets in summary form.
8. Any future long range plans or any material changes or amendments to the current long range plan or to any future long range plans.
9. Utilization Statistics for the most recent fiscal year with respect to the following:
  - (a) Licensed beds
  - (b) Beds in service
  - (c) Admissions (excluding newborns)
  - (d) Patient days (excluding newborns)
  - (e) Average length of stay (days)
  - (f) Percentage occupancy (of beds in service)
  - (g) Emergency Room Visits
  - (h) Outpatient Visits
10. Percentage of Gross Revenue by payor class for most recent fiscal year with respect to the following:

Medicare	Blue Cross
Medicaid	Self-pay
Managed Care	Other
11. Medicare Case Mix Index for the most recent fiscal year.
12. Any other information as requested by the Bond Insurer and to the extent reasonably necessary to the Bond Insurer to perform its monitoring evaluation of the Obligated Group.

**SECTION 5.4. Notices.** The Original Master Indenture is modified by adding at the end of the Section 1004 the following:

It shall be sufficient service of any notice or other paper on the Bond Insurer if the same shall be delivered in person or duly mailed by registered or certified mail addressed as follows: Manager Surveillance Department, Municipal Bond Investors Assurance Corporation, 113 King Street, Armonk, New York 10504.

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11/11/2011

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## ARTICLE VI.

### MISCELLANEOUS PROVISIONS

SECTION 6.1. Covenant to Pay the Series 1993 Obligations. The Corporation, the Fox Valley Members and Rush North Shore agree that they will duly and punctually pay the principal of and premium, if any, and interest on the Series 1993 Obligations on the dates, at the times and at the place and in the manner provided in the Series 1993 Obligations, the Loan Agreements, the Rush Facilities Mortgages and the Original Master Indenture, when and as the same become payable, whether at maturity, upon call for redemption, by acceleration of maturity or otherwise, according to the true intent and meaning thereof and hereof. In addition, each Person becoming a Member of the Obligated Group pursuant to Section 404 of the Original Master Indenture will unconditionally and irrevocably agree to make payments upon the Series 1993 Obligations.

SECTION 6.2. Incorporation of the Master Indenture. The provisions of the Master Indenture as supplemented to date are incorporated herein by reference, and in all respects not inconsistent with the terms and provisions of this Series 1993A Mortgage, the Master Indenture as supplemented to date is hereby ratified, approved and confirmed.

## ARTICLE VII.

### AMENDMENT OF ORIGINAL MASTER INDENTURE

SECTION 7.1. Amendment of Section 404 of the Original Indenture. Section 404 of the Original Master Indenture, which provides for entry into the Obligated Group is hereby amended by adding to paragraph (c) thereof the provision underlined below so that paragraph (c) shall read in its entirety as follows:

- (c) Each of the other Members shall, by appropriate action of its Governing Body, have approved the admission of such person to the Obligated Group; provided, however, that, in lieu of such action, any of the other Members may, pursuant to an Obligated Issuer Participation Agreement, delegate the responsibility and authority for approving the admission of such Person to the Group Representative.

SECTION 7.2. Amendment of Section 701 of the Original Indenture. Section 701 of the Original Indenture, which provides for Supplemental Indentures not requiring consent of Obligation holders, is hereby amended by adding to paragraph (h) thereof the provision underlined below so that paragraph (h) reads in its entirety as follows:

- (h) To reflect the addition to or withdrawal of a Member of the Obligated Group; provided, however, that the Members of the Obligated Group may, pursuant to an Obligated Issuer Participation Agreement, delegate the

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responsibility and authority for executing a Supplemental Indenture for this purpose to the Group Representative.

IN WITNESS WHEREOF, RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER has caused these presents to be signed in its name and on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, RUSH NORTH SHORE MEDICAL CENTER has caused these presents to be signed in its name and on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, COPLEY MEMORIAL HOSPITAL, INC. has caused these presents to be signed in its name and on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary and COPLEY MEMORIAL HOSPITAL HEALTH CARE FOUNDATION has caused these presents to be signed in its name and on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, FOX VALLEY HEALTH SERVICES CORPORATION has caused these presents to be signed in its name and on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, COPLEY VENTURES, INC. has caused these presents to be signed in its name and on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary and, to evidence its acceptance of the trusts hereby created, CONTINENTAL BANK, NATIONAL ASSOCIATION has caused these presents to be signed in its name and on its behalf by its Vice President, its official seal to be hereunto affixed, and the same to be attested by its Trust Officer, all as of the day and year first above written.

RUSH-PRESBYTERIAN-ST. LUKE'S  
MEDICAL CENTER

By

  
Its Vice President-Finance

(SEAL)

ATTEST:

  
Its Assistant Secretary


COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1993 DEC -1 AM 10:13

33978228

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1993 DEC 10 AM 10:12

~~33978228~~ 

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810 2 1 2001

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COPLEY MEMORIAL HOSPITAL, INC.

By D. Chit McKee  
Its President

(SEAL)

ATTEST:

John D. Lee  
Vice President

COPLEY MEMORIAL HOSPITAL HEALTH  
CARE FOUNDATION

By D. Chit McKee  
Its Vice President

(SEAL)

ATTEST:

John D. Lee  
Assistant Treasurer

FOX VALLEY HEALTH SERVICES  
CORPORATION

By D. Chit McKee  
Its President

(SEAL)

ATTEST:

John D. Lee  
Treasurer

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Property of Cook County Clerk's Office

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UNOFFICIAL COPY

COPLEY VENTURES, INC.

By D. Chit Mcke  
Its Vice President

(SEAL)

ATTEST:

D. D. Lee  
Treasurer

RUSH NORTH SHORE MEDICAL CENTER

By John S. Frigo  
Its Vice President-Finance

(SEAL)

ATTEST:

Nancy L. Wynn  
Its Assistant Secretary

CONTINENTAL BANK, NATIONAL ASSOCIATION

By [Signature]  
Its Vice President

(SEAL)

ATTEST:

Michele A. Pantone  
Its Trust Officer

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK     )

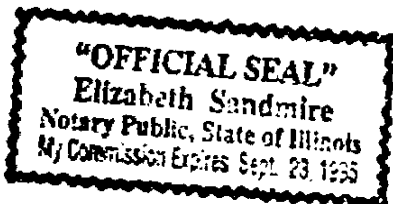
I, Elizabeth Sandmire, a Notary Public, do hereby certify that Kevin J. Necas and Thomas Arthur, personally known to me to be the same persons whose names are, respectively, as Vice President-Finance and as Assistant Secretary of Rush-Presbyterian-St. Luke's Medical Center, an Illinois not for profit 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 30th day of Nov., 1993.

Elizabeth Sandmire  
Notary Public in and for Cook  
County, Illinois

(SEAL)

My commission expires:



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Property of Cook County Clerk's Office

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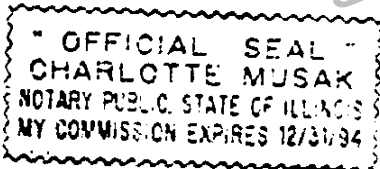
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STATE OF ILLINOIS     )  
                          KANE     )  
COUNTY OF COOK     )     SS

I, CHARLOTTE MUSAK, a Notary Public, do hereby certify that D. Chet McKee and John D. Lee personally known to me to be the same persons whose names are, respectively, as President and as Vice President of Copley Memorial Hospital, Inc., 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 corporate seal, 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 30<sup>th</sup> day of Nov, 1993.



Charlotte Musak  
Notary Public in and for Cook KANE  
County, Illinois

(SEAL)

My commission expires: 12/31/94

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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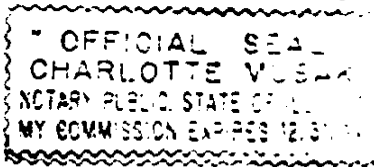
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STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF ~~COOK~~ <sup>KANE</sup>     )

I, CHARLOTTE MUSAK, a Notary Public, do hereby certify that D. Chet McKee and John D. Lee personally known to me to be the same persons whose names are, respectively, as Vice President and as Assistant Treasurer of Copley Memorial Hospital Health Care Foundation, 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 corporate seal, 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 3<sup>rd</sup> day of Nov, 1993.



Charlotte Musak  
Notary Public in and for Cook <sup>KANE</sup>  
County, Illinois

(SEAL)

My commission expires: 12/31/94

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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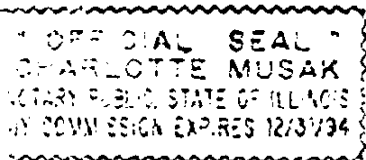
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STATE OF ILLINOIS )  
                          )     SS  
COUNTY OF COOK    )     KANE

I, CHARLOTTE MUSAK, a Notary Public, do hereby certify that D. Chet McKee and John D. Lee personally known to me to be the same persons whose names are, respectively, as President and as Treasurer of Fox Valley Health Services 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 corporate seal, 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 30<sup>th</sup> day of Nov, 1993.



Charlotte Musak  
Notary Public in and for Cook KANE  
County, Illinois

(SEAL)

My commission expires: 12/31/94

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

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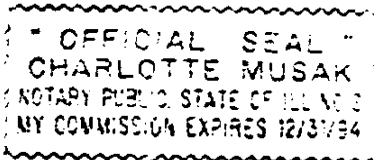


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STATE OF ILLINOIS )  
                  KANE )     SS  
COUNTY OF ~~COOK~~ )

I, CHARLOTTE MUSAK, a Notary Public, do hereby certify that D. Chet McKee and John D. Lee personally known to me to be the same persons whose names are, respectively, as Vice President and as Treasurer of Copley Ventures, Inc., 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 corporate seal, 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 herein set forth.

GIVEN under my hand and notarial seal this 30<sup>th</sup> day of Nov, 1993.



Charlotte Musak  
Notary Public in and for ~~Cook~~ KANE  
County, Illinois

(SEAL)

My commission expires: 12/31/94

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Property of Cook County Clerk's Office

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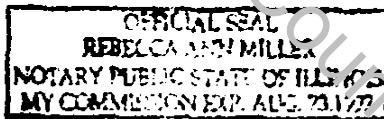
STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK     )

I, Rebecca Ann Miller a Notary Public, do hereby certify that John <sup>S</sup> Frigo and Nancy Weisman, personally known to me to be the same persons whose names are, respectively, as Vice President-Finance and as Assistant Secretary of Rush North Shore 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 30<sup>th</sup> day of Nov, 1993.

Rebecca Ann Miller  
Notary Public in and for Cook  
County, Illinois

(SEAL)



My commission expires:

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK     )

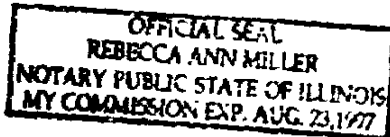
I, Rebecca Ann Miller a Notary Public, do hereby certify that F. Springline and Michele Postone, personally known to me to be the same persons whose names are, respectively, as Vice President and as Trust Officer of Continental Bank, National Association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, 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 31<sup>st</sup> day of Nov, 1993.

Rebecca Ann Miller  
Notary Public in and for Cook  
County, Illinois

(SEAL)

My commission expires:



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2025/01/22

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EXHIBIT A  
(Property of the Corporation)

[Atrium Building]  
1650 W. Harrison St.  
Chicago, Illinois

Parcel 1

A TRACT OF LAND IN THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CONGRESS PARKWAY (66 FEET WIDE) AND THE CENTER LINE OF A NORTH AND SOUTH VACATED ALLEY IN BLOCK 12 IN ASHLAND ADDITION TO CHICAGO, BEING OGDENS SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 18, SAID ALLEY VACATED BY ORDINANCE PASSED JANUARY 20, 1960 AS PER DOCUMENT 17820686; THENCE SOUTH 00 DEGREES 08 MINUTES 03 SECONDS WEST ALONG THE CENTER LINE OF SAID VACATED ALLEY, A DISTANCE OF 97.70 FEET; THENCE CONTINUING ALONG SAID CENTER LINE A BEARING OF SOUTH 17 DEGREES 36 MINUTES 07 SECONDS WEST, A DISTANCE OF 5.83 FEET; THENCE CONTINUING ALONG SAID CENTER LINE A BEARING OF SOUTH 00 DEGREES 08 MINUTES 03 SECONDS WEST A DISTANCE OF 86.70 FEET TO A POINT ON THE MOST SOUTHERLY NORTH LINE OF LOT 7 IN THE SUBDIVISION (BY SANDS) OF LOT 5 IN ELLIOT'S RESUBDIVISION OF PART OF BLOCK 12 IN "ASHLAND ADDITION TO CHGO" BEING OGDEN'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 18; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SAID MOST SOUTHERLY NORTH LINE OF LOT 7, A DISTANCE OF 1.85 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST 8.25 FEET OF SAID VACATED ALLEY, A DISTANCE OF 11 FEET TO THE WESTERLY EXTENSION OF THE MOST NORTHERLY NORTH LINE OF SAID LOT 7; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY EXTENSION OF LOT 7, A DISTANCE OF 8.25 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 10.4 FEET OF SAID LOT 7; THENCE SOUTH 00 DEGREES 05 MINUTES 17 SECONDS WEST ALONG THE SAID EAST LINE AND THE NORTHERLY EXTENSION OF SAID EAST LINE OF THE WEST 10.4 FEET OF LOT 7 A DISTANCE OF 111.17 FEET TO THE NORTH LINE OF WEST HARRISON STREET (66 FEET WIDE); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID WEST HARRISON STREET, A DISTANCE OF 526.74 FEET TO THE EAST LINE OF VACATED SOUTH MARSHFIELD AVENUE (66 FEET WIDE) SAID SOUTH MARSHFIELD AVENUE VACATED BY ORDINANCE PASSED JUNE 7, 1978 AS PER DOCUMENT NUMBER 24689186; THENCE NORTH 00 DEGREES 01 MINUTES 14 SECONDS EAST ALONG THE EAST LINE OF SAID MARSHFIELD AVENUE, A DISTANCE OF 290.30 FEET TO THE SOUTH LINE OF SAID WEST CONGRESS PARKWAY; THENCE SOUTH 89 DEGREES 58 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF SAID CONGRESS

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Property of Cook County Clerk's Office

2025/08/18



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PARKWAY, A DISTANCE OF 534.62 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

[Parking Garage]  
601 South Paulina  
Chicago, Illinois 60612

## Parcel 2

A TRACT OF LAND IN THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THAT PART OF BLOCKS 1 AND 2 AND VACATED STREETS AND ALLEYS (ALL TAKEN AS A TRACT) IN SUTTON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 1, 2 AND 3 IN THE ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOTS 28 TO 32 AND THE NORTH 10 FEET OF LOT 27 IN BLOCK 2 IN SUTTON'S ADDITION TO CHICAGO; THENCE EAST ALONG THE NORTH LINE OF BLOCKS 1 AND 2 (AND THEIR EXTENSIONS) TO A POINT, 8.25 FEET EAST OF THE NORTH EAST CORNER OF LOT 1 IN THE SUBDIVISION OF LOTS 25 TO 32 BOTH INCLUSIVE, IN BLOCK 1 IN SUTTON'S ADDITION AFORESAID; THENCE SOUTH ALONG THE CENTER LINE OF THE VACATED 16.50 FOOT ALLEY TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 11 IN BLOCK 1 IN SUTTON'S ADDITION AFORESAID; THENCE EAST 8.25 FEET TO THE NORTH WEST CORNER OF LOT 11; THENCE SOUTH ALONG THE WEST LINE OF LOTS 11 THROUGH 16 BOTH INCLUSIVE, IN BLOCK 1 IN SUTTON'S ADDITION AFORESAID, TO THE SOUTH WEST CORNER OF LOT 16 IN BLOCK 1 IN SUTTON'S ADDITION AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCKS 1 AND 2 (AND THEIR EXTENSIONS) TO THE SOUTH WEST CORNER OF LOT 17 IN BLOCK 2 IN SUTTON'S ADDITION AFORESAID; THENCE NORTH ALONG THE WEST LINE OF BLOCK 2 TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

[Academic Facility]  
600 South Paulina  
Chicago, Illinois 60612

## Parcel 3

A PARCEL OF LAND IN THE EAST 1/2 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONTAINING THAT PART OF WEST HARRISON STREET VACATED ABOVE CERTAIN ELEVATIONS AS PER ORDINANCE RECORDED AS DOCUMENT NUMBER 23002397; ALSO, PART OF WEST HARRISON STREET DEDICATED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER

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18871919 AND VACATED BY ORDINANCE RECORDED AS DOCUMENT 23002397; ALSO, THE EAST 1/2 OF A 16.50 FOOT WIDE NORTH AND SOUTH VACATED ALLEY, SAID ALLEY HAVING BEEN VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 18915082; ALSO PART OF THE NORTH 1/2 OF VACATED WEST FLOURNOY STREET VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 23002397; ALSO, LOTS 1 TO 16 IN BLOCK 3 OF SUTTON'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 18, (LOTS 13 TO 16 THEREON HAVING BEEN RESUBDIVIDED INTO LOTS 1 TO 7 BOTH INCLUSIVE, IN WILLIAM FALLOW'S SUBDIVISION OF SAID LOTS 13 TO 16 AFORESAID), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF LOT 12 OF SUBDIVISION OF LOT 5 IN BLOCK 12 IN ELLIOT'S RESUBDIVISION OF PARTS OF BLOCKS 12 AND 13 IN ASHLAND ADDITION TO CHICAGO, BEING THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 AND A FRACTION IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 18; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF WEST HARRISON STREET (66 FEET WIDE) EXTENDED EASTERLY, A DISTANCE OF 0.66 FEET TO THE WEST LINE OF SOUTH PAULINA STREET (66 FEET WIDE) EXTENDED NORTHERLY; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTH PAULINA STREET AND ITS NORTHERLY EXTENSION, A DISTANCE OF 501.20 FEET TO THE CENTER LINE OF SAID VACATED WEST FLOURNOY STREET; THENCE NORTH 89 DEGREES 56 MINUTES 45 SECONDS WEST ALONG SAID CENTER LINE, A DISTANCE OF 133.75 FEET TO A POINT IN THE SOUTH EXTENSION OF THE CENTER LINE OF SAID VACATED 16.50 FOOT WIDE ALLEY; THENCE NORTH 00 DEGREES 01 MINUTES 11 SECONDS WEST ALONG SAID CENTER LINE OF SAID VACATED ALLEY AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 464.37 FEET TO A POINT 34.69 FEET NORTH OF THE SOUTH LINE OF SAID WEST HARRISON STREET, AS SAID SOUTH LINE OF WEST HARRISON STREET WAS ESTABLISHED BY DEDICATION RECORDED AS DOCUMENT 18871919; THENCE NORTH 47 DEGREES 56 MINUTES 00 SECONDS WEST, A DISTANCE OF 54.78 FEET TO THE NORTH LINE OF SAID WEST HARRISON STREET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF WEST HARRISON STREET, A DISTANCE OF 173.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART THEREOF LYING IN VACATED HARRISON STREET ACCRUING TO LOTS 5, 6 AND THE WEST 10.4 FEET OF LOT 7 IN THE SUBDIVISION OF LOT 5 OF BLOCK 12 IN ELLIOT'S RESUBDIVISION OF PART OF BLOCKS 12 AND 13 OF ASHLAND ADDITION TO CHICAGO), IN COOK COUNTY, ILLINOIS.

17-18-250-006  
17-18-250-007  
17-18-250-008  
17-18-250-015  
17-18-250-016  
17-18-250-017

17-18-251-003  
17-18-252-001  
17-18-405-016  
17-18-405-023  
17-18-405-024  
17-18-405-025

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17-18-405-034  
17-18-405-035  
17-18-406-027  
17-18-406-028  
17-18-406-029  
17-18-407-032  
17-18-407-033

17-18-405-026  
17-18-405-027  
17-18-502-002  
17-18-502-003  
17-18-502-004  
17-18-502-005  
17-18-502-006

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EXHIBIT B  
(Property of Copley)

[New Copley Campus]

THAT PART OF SECTION 36, TOWNSHIP 38 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF LOT 32 ON FOX VALLEY VILLAGES UNIT 28, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 36, TOWNSHIP 38 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 1987 AS DOCUMENT 1816372 IN KANE COUNTY, ILLINOIS; THENCE SOUTH 66 DEGREES 56 MINUTES 23 SECONDS WEST, 823.50 FEET MORE OR LESS FOR A POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 154 DEGREES 01 MINUTES 13 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM); 62.33 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 62.0 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 10.92 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.08 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 225 DEGREES, 00 MINUTES, 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 101.75 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 3.72 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 225 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 23.85 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 5.23 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 95.58 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 13.33 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 7.67 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 31.83 FEET, AN ARC DISTANCE OF 33.0 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT LINE, 6.58 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 96.00 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 29.66 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 225 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 13.96 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.33 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 9.69 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 25.38

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FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 14.33 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 53.83 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 47.75 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 52.83 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 108.17 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 13.33 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 7.67 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVED SOUTHEASTERLY TO THE LEFT HAVING A RADIUS OF 31.83 FEET, AN ARC DISTANCE OF 33.00 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT LINE, 6.58 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 84.67 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 71.67 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 6.25 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 75.75 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 13.67 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 26.33 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.25 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 9.17 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 4.92 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 13.33 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 73.25 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 1.33 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.18 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 47.00 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS

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FROM THE LAST DESCRIBED COURSE (AS MEASURED CLOCKWISE THEREFROM), 19.80 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED CLOCKWISE THEREFROM), 12.00 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 120.67 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 6.58 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 31.83 FEET, AN ARC DISTANCE OF 33.00 FEET; THENCE NORTHWESTERLY ALONG A NON-TANGENT LINE, 7.67 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 13.33 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 120.17 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 88.83 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 57.42 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 39.83 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 78.00 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 53.42 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 24.00 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 42.33 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 14.00 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 34.83 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 41.17 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 25.17 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVED NORTHERLY HAVING A RADIUS OF 229.42 FEET, AN ARC DISTANCE OF 110.8 FEET, MORE OR LESS; THENCE SOUTHEASTERLY ALONG A NON-TANGENT LINE, 30.00 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 17.25 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 25.42 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 229.42 FEET, AN ARC DISTANCE OF 226.4 FEET, MORE OR LESS; THENCE NORTHEASTERLY ALONG A TANGENT LINE, 113.60 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 205.25 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 22.00 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 12.5 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 42.00 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE

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LAST DESCRIBED COURSE (AS MEASURED CLOCKWISE THEREFROM), 33.23 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED CLOCKWISE THEREFROM), 23.50 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.00 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 23.50 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 187.75 FEET MORE OR LESS; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 19.40 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED COUNTER CLOCKWISE THEREFROM), 116.33 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.08 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS FROM THE LAST DESCRIBED COURSE (AS MEASURED CLOCKWISE THEREFROM), 159.00 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 70.25 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 7.17 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 34.92 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 43.00 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 48.42 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 48.00 FEET, TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, IN KANE COUNTY, ILLINOIS.

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EXHIBIT C  
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**PARCEL 1:**

Lots 1 to 40, in Block 1; Lots 1 to 38 in Block 2; and Lots 1 to 18 in Block 3 all in Hillcrest Manor in the South 1/2 of the South East 1/4 of the southwest 1/4 lying West of Grosse Point Road Section 10, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

**PARCEL 2:**

Vacated Kolmar Avenue lying south of the South Line of Payne Avenue and North of the North Line of Simpson Street, also vacated Kilbourn Avenue lying South of the south line of Payne and Northwesterly of the Northwesterly line of Grosse Point Road; also vacated Payne Avenue lying East of the East line of the East line of Kenton Avenue and Westerly of the Northwesterly line of Grosse Point Road, also all of the vacated alleys lying within Blocks 1, 2 and 3 in Hillcrest Manor aforesaid, all as vacated by Ordinances recorded as Documents 17381751 and 17906936.

(Excepting from the aforesaid Parcels 1 & 2 that part of Lots 1 through 6, Lots 35 through 40 and the vacated alley adjacent to the aforesaid lots all in Block 1 and taken as a tract described as follows: Commencing at the Northwest corner of Lot 1, thence North 89 degrees 30 minutes 03 seconds East 118.83 feet; thence South 0 degrees 58 minutes 42 seconds East 33.97 feet, for the point of beginning; thence continuing South 0 degrees 58 minutes 42 seconds East 123.17 feet; thence North 89 degrees 01 minutes 18 seconds East 83.15 feet; thence North 0 degrees 58 minutes 42 seconds West 123.17 feet; thence South 89 degrees 01 minutes 18 seconds West 83.15 feet to the point of beginning; commonly known as the "Professional Building").

**PARCEL 3:**

The South 1/2 of the West 1/2 of the North 1/2 of the South East 1/4 of the Southwest 1/4 of Section 10, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

10-10-301-010  
10-10-301-011  
10-10-305-044  
10-10-305-045  
10-10-305-046  
10-10-305-047  
10-10-306-038  
10-10-307-019

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EXHIBIT D 5 2 7 2

## (FORM OF SERIES 1993A-1 OBLIGATION)

[This Obligation has not been registered under the Securities Act of 1933.]

### RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER

#### DIRECT NOTE OBLIGATION, SERIES 1993A-1

No. R-1 \$38,735,000

RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER, an Illinois not for profit corporation (the "Obligor"), for value received, hereby promises to pay to the ILLINOIS HEALTH FACILITIES AUTHORITY (the "Authority"), or registered assigns, a principal sum of Thirty-Eight Million Seven Hundred Thirty-Five Thousand Dollars in quarterly installments on the first day of each February, May, August and November (or on the first Business Day thereafter if the first day of any such month is not a Business Day), in the amounts and years as set forth below:

FOR THE BOND YEAR ENDING NOVEMBER 14	QUARTERLY INSTALLMENT OF PRINCIPAL
2021	\$2,000,000.00
2022	2,116,250.00
2023	2,117,500.00
2024	1,725,000.00
2025	1,125,000.00

This Series 1993A-1 Obligation shall bear interest in an amount equal to the Corporation Portion (as defined in the Bond Indenture hereinafter referred to) of the interest due on the Illinois Health Facilities Authority Revenue Bonds, Series 1993 (Rush-Presbyterian-St. Luke's Medical Center Obligated Group) (the "Series 1993 Bonds") issued pursuant to the Bond Trust Indenture dated as of October 1, 1993 (the "Bond Indenture") between the Authority and The First National Bank of Chicago, as bond trustee (the "Bond Trustee") to which reference is hereby made for the definition of certain terms used herein. Said interest shall be payable on or before the first day of each February, May, August and November commencing February, 1994 (or the first succeeding Business Day if such day is not a Business Day), in an amount which will be not less than one-half (1/2) of the amount of interest to become due on the Corporation Portion of the Series 1993 Bonds on the next succeeding Interest Payment Date.

The Obligor shall receive credit on its required payments on this Series 1993A-1 Obligation to the extent and in the manner provided in Section 6.2 of the Corporation Loan Agreement.

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This Obligation is a full and unlimited obligation of the Obligor issued under the Master Indenture described below, pursuant to the Loan Agreement dated as of October 1, 1993 (the "Corporation Loan Agreement") between the Authority and the Obligor, and the terms, provisions and requirements of which documents, including those in connection with default by the Obligor, are incorporated hereby by reference.

This Series 1993A-1 Obligation is issued under and secured by and entitled to the security of the Master Trust Indenture dated as of December 1, 1985, duly executed and delivered by the Obligor to Continental Bank, National Association, as Master Trustee (the "Master Trustee"), as supplemented and amended by the Series 1985 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of December 1, 1985 and the First Series 1987 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 1, 1987 executed and delivered by the Obligor to the Master Trustee, and as further supplemented and amended by Rush North Shore Supplemental Master Trust Indenture dated as of July 15, 1989, which provided for Rush North Shore Medical Center ("Rush North Shore") to become a Member of the Obligated Group thereunder, the Series 1989A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 15, 1989, the Series 1989B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of August 15, 1989, the Series 1990A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of April 1, 1990, the Series 1990B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of September 1, 1990, the Series 1991A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of June 1, 1991, the Copley Supplemental Master Trust Indenture dated as of October 1, 1993, and the Series 1993A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of October 1, 1993, executed and delivered by the Obligor, Rush North Shore Medical Center, Copley Memorial Hospital, Inc., Fox Valley Health Services Corporation, Copley Memorial Hospital Health Care Foundation and Copley Ventures, Inc. (collectively, the "Members of the Obligated Group") to the Master Trustee. The Master Indenture as so supplemented is referred to as the "Master Indenture".

The Members of the Obligated Group are the only Members of an Obligated Group (as such terms are defined in the Master Indenture). Members of the Obligated Group jointly and severally agree under the Master Indenture to be liable on all Obligations issued under the Master Indenture. Reference is made to the Master Indenture for the provisions, among others, with respect to the nature and extent of the security for this Series 1993A-1 Obligation, the rights, duties and obligations of the Members of the Obligated Group and the Master Trustee and the rights of the holder of this Series 1993A-1 Obligation, and to all the provisions of which the holder hereof by the acceptance of this Series 1993A-1 Obligation assents.

This Series 1993A-1 Obligation is transferable by the registered holder hereof in person or by duly authorized attorney at the principal office of the Master Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Series 1993A-1 Obligation. Upon such transfer a new registered Obligation or Obligations without coupons of the same

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series and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Master Trustee shall not be affected by any notice to the contrary.

This Series 1993A-1 Obligation is issuable as a single fully registered Obligation without coupons and may not be exchanged for coupon Obligations.

The principal of this Series 1993A-1 Obligation is subject to prepayment by the Obligated Group from time to time, in the manner and under the circumstances set forth in the Corporation Loan Agreement.

Under the terms of the Master Indenture, provision for payment of all or a portion of this Series 1993A-1 Obligation or any Obligation may be made in this manner and with the effect provided therein.

The holder of this Series 1993A-1 Obligation shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture. In certain events (including without limitation the occurrence of an "event of default" as defined in the Master Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture, the outstanding principal of this Series 1993A-1 Obligation may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Master Indenture.

This Obligation is an Accelerable Instrument (as defined in the Master Indenture) and the holder hereof has the right under the Master Indenture to request an acceleration of this Obligation upon the occurrence of an event of default described in Section 502 of the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Series 1993A-1 Obligation exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 1993A-1 Obligation have been duly authorized by resolution of the Member of the Obligated Group signing this Series 1993A-1 Obligation.

No recourse shall be had for the payment of the principal of, premium or interest on this Series 1993A-1 Obligation or for any claim based hereon or upon any obligation, covenant or agreement in the Master Indenture contained against any past, present or future officer, member, employee, director or agent of any Member of the Obligated Group or any incorporator, officer, director, member, employee or agent of any successor corporation or

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body politic, as such, either directly or through any Member of the Obligated Group or any such successor corporation under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Series 1993A-1 Obligation.

The Obligated Group hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to any Member of the Obligated Group.

This Series 1993A-1 Obligation shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the certificate of authentication hereon shall have been duly executed by the Master Trustee.

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IN WITNESS WHEREOF, Rush-Presbyterian-St. Luke's Medical Center has caused this Obligation to be executed in its name and on its behalf by the signature of its Vice President-Finance and has caused its seal to be manually affixed hereto, and attested by the manual signature of its Assistant Secretary, all as of the 1st day of November, 1993.

RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL  
CENTER

By \_\_\_\_\_  
Vice President-Finance

(SEAL)  
ATTEST:

\_\_\_\_\_  
Assistant Secretary

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## CERTIFICATE OF AUTHENTICATION

This Obligation is one of the Obligations described in the within-mentioned Master Indenture.

CONTINENTAL BANK, NATIONAL  
ASSOCIATION, as Master Trustee

By \_\_\_\_\_  
Authorized Officer or Signer

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EXHIBIT E

[This Obligation has not been registered under the Securities Act of 1933.]

## COPLEY MEMORIAL HOSPITAL, INC.

### DIRECT NOTE OBLIGATION, SERIES 1993A-2

No. R-1

\$66,265,000

COPLEY MEMORIAL HOSPITAL, INC., an Illinois not for profit corporation (the "Obligor"), for value received, hereby promises to pay to the ILLINOIS HEALTH FACILITIES AUTHORITY (the "Authority"), or registered assigns, a principal sum of Sixty-six Million, Two Hundred Sixty-Five Thousand Dollars in quarterly installments on the first day of each February, May, August and November (or on the first Business Day thereafter if the first day of any such month is not a Business Day), in the amounts and years as set forth below:

FOR THE BOND YEAR ENDING NOVEMBER 14	QUARTERLY INSTALLMENT OF PRINCIPAL
2001	\$ 367,500.00
2001	266,250.00
2003	323,750.00
2004	388,750.00
2005	507,500.00
2006	537,500.00
2007	503,750.00
2008	271,250.00
2009	176,250.00
2010	232,500.00
2011	502,500.00
2012	502,500.00
2013	720,000.00
2014	847,500.00
2015	897,500.00
2016	945,000.00
2017	992,500.00
2018	1,191,250.00
2019	1,183,750.00
2020	1,275,000.00
2021	1,288,750.00
2022	1,318,750.00
2023	1,326,250.00

This Series 1993A-2 Obligation shall bear interest in an amount equal to the Copley Portion (as defined in the Bond Indenture hereinafter referred to) of the interest due on the

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Illinois Health Facilities Authority Revenue Bonds, Series 1993 (Rush-Presbyterian-St. Luke's Medical Center Obligated Group) (the "Series 1993 Bonds") issued pursuant to the Bond Trust Indenture dated as of October 1, 1993 (the "Bond Indenture") between the Authority and The First National Bank of Chicago, as bond trustee (the "Bond Trustee") to which reference is hereby made for the definition of certain terms used herein. Said interest shall be payable on or before the first day of each February, May, August and November commencing February, 1994 (or the first succeeding Business Day if such day is not a Business Day), in an amount which will be not less than one-half (1/2) of the amount of interest to become due on the Copley Portion of the Series 1993 Bonds on the next succeeding Interest Payment Date.

The Obligor shall receive credit on its required payments on this Series 1993A-2 Obligation to the extent and in the manner provided in Section 6.2 of the Copley Loan Agreement.

In addition, the Obligor hereby promises to remit to the Bond Trustee, for deposit into the Debt Service Reserve Fund, an amount equal to the amounts required to be deposited therein by the Obligor pursuant to Section 6.5 of the Copley Loan Agreement (as described herein).

This Obligation is a full and unlimited obligation of the Obligor issued under the Master Indenture described below, pursuant to the Loan Agreement dated as of October 1, 1993 (the "Copley Loan Agreement") between the Authority and the Obligor, and the terms, provisions and requirements of which documents, including those in connection with default by the Obligor, are incorporated hereby by reference.

This Series 1993A-2 Obligation is issued under and secured by and entitled to the security of the Master Trust Indenture dated as of December 1, 1985, duly executed and delivered by Rush-Presbyterian-St. Luke's Medical Center to Continental Bank, National Association, as Master Trustee (the "Master Trustee"), as supplemented and amended by the Series 1985 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of December 1, 1985 and the First Series 1987 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 1, 1987 executed and delivered by the Obligor to the Master Trustee, and as further supplemented and amended by Rush North Shore Supplemental Master Trust Indenture dated as of July 15, 1989, which provided for Rush North Shore Medical Center ("Rush North Shore") to become a Member of the Obligated Group thereunder, the Series 1989A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 15, 1989, the Series 1989B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of August 15, 1989, the Series 1990A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of April 1, 1990, the Series 1990B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of September 1, 1990, the Series 1991A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of June 1, 1991, the Copley Supplemental Master Trust Indenture dated as of October 1, 1993, and the Series 1993A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of October 1, 1993, executed and delivered by the Obligor, Rush-Presbyterian-St. Luke's

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Medical Center, Rush North Shore, Fox Valley Health Services Corporation, Copley Memorial Hospital Health Care Foundation and Copley Ventures, Inc. (collectively, the "Members of the Obligated Group") to the Master Trustee. The Master Indenture as so supplemented is referred to as the "Master Indenture".

The Members of the Obligated Group are the only Members of an Obligated Group (as such terms are defined in the Master Indenture). Members of the Obligated Group jointly and severally agree under the Master Indenture to be liable on all Obligations issued under the Master Indenture. Reference is made to the Master Indenture for the provisions, among others, with respect to the nature and extent of the security for this Series 1993A-2 Obligation, the rights, duties and obligations of the Members of the Obligated Group and the Master Trustee and the rights of the holder of this Series 1993A-2 Obligation, and to all the provisions of which the holder hereof by the acceptance of this Series 1993A-2 Obligation assents.

This Series 1993A-2 Obligation is transferable by the registered holder hereof in person or by duly authorized attorney at the principal office of the Master Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Series 1993A-2 Obligation. Upon such transfer a new registered Obligation or Obligations without coupons of the same series and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Master Trustee shall not be affected by any notice to the contrary.

This Series 1993A-2 Obligation is issuable as a single fully registered Obligation without coupons and may not be exchanged for coupon Obligations.

The principal of this Series 1993A-2 Obligation is subject to prepayment by the Obligated Group from time to time, in the manner and under the circumstances set forth in the Copley Loan Agreement.

Under the terms of the Master Indenture, provision for payment of all or a portion of this Series 1993A-2 Obligation or any Obligation may be made in this manner and with the effect provided therein.

The holder of this Series 1993A-2 Obligation shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture. In certain events (including without limitation the occurrence of an "event of default" as defined in the Master Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture, the outstanding principal of this Series 1993A-2 Obligation may become or may be declared due and payable before the

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stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Master Indenture.

This Obligation is an Accelerable Instrument (as defined in the Master Indenture) and the holder hereof has the right under the Master Indenture to request an acceleration of this Obligation upon the occurrence of an event of default described in Section 502 of the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Series 1993A-2 Obligation exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 1993A-2 Obligation have been duly authorized by resolution of the Member of the Obligated Group signing this Series 1993A-2 Obligation.

No recourse shall be had for the payment of the principal of, premium or interest on this Series 1993A-2 Obligation or for any claim based hereon or upon any obligation, covenant or agreement in the Master Indenture contained against any past, present or future officer, member, employee, director or agent of any Member of the Obligated Group or any incorporator, officer, director, member, employee or agent of any successor corporation or body politic, as such, either directly or through any Member of the Obligated Group or any such successor corporation under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Series 1993A-2 Obligation.

The Obligated Group hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to any Member of the Obligated Group.

This Series 1993A-2 Obligation shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the certificate of authentication hereon shall have been duly executed by the Master Trustee.

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IN WITNESS WHEREOF, Copley has caused this Obligation to be executed in its name and on its behalf by the signature of its President and has caused its seal to be manually affixed hereto, and attested by the manual signature of its Vice President-Finance, all as of the 1st day of November, 1993.

COPLEY MEMORIAL HOSPITAL, INC.

By \_\_\_\_\_  
President

(SEAL)  
ATTEST:

\_\_\_\_\_  
Vice President-Finance

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## CERTIFICATE OF AUTHENTICATION

This Obligation is one of the Obligations described in the within-mentioned Master Indenture.

CONTINENTAL BANK, NATIONAL  
ASSOCIATION, as Master Trustee

By \_\_\_\_\_  
Authorized Officer or Signer

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EXHIBIT F

## (FORM OF SERIES 1993A-3 OBLIGATION)

[This Obligation has not been registered under the Securities Act of 1933.]

### RUSH NORTH SHORE MEDICAL CENTER

### DIRECT NOTE OBLIGATION, SERIES 1993A-3

No. R-1

\$8,000,000

RUSH NORTH SHORE MEDICAL CENTER, an Illinois not for profit corporation (the "Obligor"), for value received, hereby promises to pay to the ILLINOIS HEALTH FACILITIES AUTHORITY (the "Authority"), or registered assigns, a principal sum of Eight Million Dollars in quarterly installments on the first day of each February, May, August and November (or on the first Business Day thereafter if the first day of any such month is not a Business Day), in the amounts and years as set forth below:

FOR THE BOND YEAR ENDING NOVEMBER 14	QUARTERLY INSTALLMENT OF PRINCIPAL
2014	\$137,500.00
2015	450,000.00
2016	0
2017	0
2018	0
2019	200,000.00
2020	312,500.00
2021	200,000.00
2022	250,000.00
2023	450,000.00

This Series 1993A-3 Obligation shall bear interest in an amount equal to the Rush North Shore Portion (as defined in the Bond Indenture hereinafter referred to) of the interest due on the Illinois Health Facilities Authority Revenue Bonds, Series 1993 (Rush-Presbyterian-St. Luke's Medical Center Obligated Group) (the "Series 1993 Bonds") issued pursuant to the Bond Trust Indenture dated as of October 1, 1993 (the "Bond Indenture") between the Authority and The First National Bank of Chicago, as bond trustee (the "Bond Trustee") to which reference is hereby made for the definition of certain terms used herein. Said interest shall be payable on or before the first day of each February, May, August and November commencing February, 1994 (or the first succeeding Business Day if such day is not a Business Day), in an amount which will be not less than one-half (1/2) of the amount of interest to become due on the Rush North Shore Portion of the Series 1993 Bonds on the next succeeding Interest Payment Date.

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The Obligor shall receive credit on its required payments on this Series 1993A-3 Obligation to the extent and in the manner provided in Section 6.2 of the Rush North Shore Loan Agreement.

This Obligation is a full and unlimited obligation of the Obligor issued under the Master Indenture described below, pursuant to the Loan Agreement dated as of October 1, 1993 (the "Rush North Shore Loan Agreement") between the Authority and the Obligor, and the terms, provisions and requirements of which documents, including those in connection with default by the Obligor, are incorporated hereby by reference.

This Series 1993A-3 Obligation is issued under and secured by and entitled to the security of the Master Trust Indenture dated as of December 1, 1985, duly executed and delivered by the Rush-Presbyterian-St. Luke's Medical Center to Continental Bank, National Association, as Master Trustee (the "Master Trustee"), as supplemented and amended by the Series 1985 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of December 1, 1985 and the First Series 1987 Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 1, 1987 executed and delivered by the Obligor to the Master Trustee, and as further supplemented and amended by Rush North Shore Supplemental Master Trust Indenture dated as of July 15, 1989, which provided for the Obligor to become a Member of the Obligated Group thereunder, the Series 1989A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of July 15, 1989, the Series 1989B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of August 15, 1989, the Series 1990A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of April 1, 1990, the Series 1990B Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of September 1, 1990, the Series 1991A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of June 1, 1991, the Copley Supplemental Master Trust Indenture dated as of October 1, 1993, and the Series 1993A Supplemental Master Trust Indenture, Mortgage and Security Agreement dated as of October 1, 1993, executed and delivered by the Obligor, Rush-Presbyterian-St. Luke's Medical Center, Copley Memorial Hospital, Inc., Fox Valley Health Services Corporation, Copley Memorial Hospital Health Care Foundation and Copley Ventures, Inc. (collectively, the "Members of the Obligated Group") to the Master Trustee. The Master Indenture as so supplemented is referred to as the "Master Indenture".

The Members of the Obligated Group are the only Members of an Obligated Group (as such terms are defined in the Master Indenture). Members of the Obligated Group jointly and severally agree under the Master Indenture to be liable on all Obligations issued under the Master Indenture. Reference is made to the Master Indenture for the provisions, among others, with respect to the nature and extent of the security for this Series 1993A-3 Obligation, the rights, duties and obligations of the Members of the Obligated Group and the Master Trustee and the rights of the holder of this Series 1993A-3 Obligation, and to all the provisions of which the holder hereof by the acceptance of this Series 1993A-3 Obligation assents.

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This Series 1993A-3 Obligation is transferable by the registered holder hereof in person or by duly authorized attorney at the principal office of the Master Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Series 1993A-3 Obligation. Upon such transfer a new registered Obligation or Obligations without coupons of the same series and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Master Trustee shall not be affected by any notice to the contrary.

This Series 1993A-3 Obligation is issuable as a single fully registered Obligation without coupons and may not be exchanged for coupon Obligations.

The principal of this Series 1993A-3 Obligation is subject to prepayment by the Obligated Group from time to time, in the manner and under the circumstances set forth in the Rush North Shore Loan Agreement.

Under the terms of the Master Indenture, provision for payment of all or a portion of this Series 1993A-3 Obligation or any Obligation may be made in this manner and with the effect provided therein.

The holder of this Series 1993A-3 Obligation shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture. In certain events (including without limitation the occurrence of an "event of default" as defined in the Master Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture, the outstanding principal of this Series 1993A-3 Obligation may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Master Indenture.

This Obligation is an Accelerable Instrument (as defined in the Master Indenture) and the holder hereof has the right under the Master Indenture to request an acceleration of this Series 1993A-3 Obligation upon the occurrence of an event of default described in Section 502 of the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Series 1993A-3 Obligation exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 1993A-3 Obligation have been duly authorized by resolution of the Member of the Obligated Group signing this Obligation.

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No recourse shall be had for the payment of the principal of, premium or interest on this Series 1993A-3 Obligation or for any claim based hereon or upon any obligation, covenant or agreement in the Master Indenture contained against any past, present or future officer, member, employee, director or agent of any Member of the Obligated Group or any incorporator, officer, director, member, employee or agent of any successor corporation or body politic, as such, either directly or through any Member of the Obligated Group or any such successor corporation under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Series 1993A-3 Obligation.

The Obligated Group hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to any Member of the Obligated Group.

This Series 1993A-3 Obligation shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the certificate of authentication hereon shall have been duly executed by the Master Trustee.

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IN WITNESS WHEREOF, Rush North Shore Medical Center has caused this Obligation to be executed in its name and on its behalf by the signature of its Vice President-Finance and has caused its seal to be manually affixed hereto, and attested by the manual signature of its Assistant Secretary, all as of the 1st day of November, 1993.

RUSH NORTH SHORE MEDICAL CENTER

By \_\_\_\_\_  
Vice President-Finance

(SEAL)  
ATTEST:

\_\_\_\_\_  
Assistant Secretary

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## CERTIFICATE OF AUTHENTICATION

This Obligation is one of the Obligations described in the within-mentioned Master Indenture.

CONTINENTAL BANK, NATIONAL  
ASSOCIATION, as Master Trustee

By \_\_\_\_\_  
Authorized Officer or Signer

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