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Limited Right of First Refusal and Limited Option to Purchase

This Agreement made this 22nd day of January, 1990, by and between Aetna Bank, as Trustee under Trust Agreement dated March 20, 1984, and known as Trust Account No. 10-3014, "Owner", with offices at 2401 North Halsted Street, Chicago, Illinois, Patrick Brice of 2312 North Lincoln Avenue, Chicago, Illinois, 60614, holder of the beneficial interest in the land trust referred herein as the Owner, and The Children's Memorial Hospital, an Illinois not-for-profit corporation, with offices at 2300 Children's Plaza, Chicago, Illinois, "Optionee".

Witnesseth:

WHEREAS, the holder of the beneficial interest represents and warrants that the Owner owns the entire fee simple interest in the real estate and improvements thereon commonly known as 2310-12 North Lincoln Avenue, Chicago, Illinois and legally described in Exhibit A attached hereto (the "Real Estate");

WHEREAS, the real estate is improved with two, two-story, connected buildings with basements (the "Building"), the first floor and basement of which has been leased by Optionee under a Lease dated January 22, 1990; and

WHEREAS, Optionee desires to acquire from the Owner a limited right of first refusal and a limited option to purchase the Real Estate and Building (together referred to hereinafter as the "Property") on the terms and conditions hereinafter set forth; and

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[Faint, mostly illegible text, possibly a header or introductory paragraph]

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

LOTS 3 AND 4 IN THE SUBDIVISION OF BLOCK 8 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of property: 2310-12 North Lincoln Avenue
Chicago, Illinois 60614

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Permanent Index No.: 14-33-100-035-0000
14-33-100-036-0000

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WHEREAS, Owner and beneficial holder each desire to sell and grant to Optionee such limited right of first refusal and a limited option to purchase;

NOW THEREFORE in consideration of the sum of Five Thousand Dollars (\$5,000.00) and other valuable considerations in hand paid by Optionee to Owner and the holder of the beneficial interest, the receipt and sufficiency of which is hereby acknowledged, it is agreed that:

A. Owner, for itself and its successors and assigns and the holders of the beneficial interest, grant to Optionee a limited and exclusive right to purchase the Property, through December 31, 2000, on the following terms and conditions:

1. In the event Owner receives, prior to January 1, 2001, an offer to purchase, or acquires by trade, swap or other means, the Property or the beneficial ownership of the Land trust holding title to the Property, any such offer is hereinafter referred to as "Offer of Purchase" and Owner is prepared to accept said offer of purchase, then Owner shall promptly submit a copy of such offer containing all terms in writing to Optionee, who, within three (3) business days of the receipt of such copy of Offer of Purchase, shall have the right to notify Owner in writing of its election to exercise its right to purchase the Property under terms similar to

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FOR THE YEAR ENDING 31st MARCH 2004. THE BOARD OF DIRECTORS OF THE
COUNTY OF COOK HAS REVIEWED THE ACCOUNTS AND REPORTS OF THE
MANAGING DIRECTOR AND HAS APPROVED THEM FOR PRESENTATION TO THE
MEMBERS OF THE COUNTY OF COOK. THE ACCOUNTS HAVE BEEN PREPARED
IN ACCORDANCE WITH THE ACCOUNTING STANDARDS APPLICABLE TO
LOCAL GOVERNMENTS IN THE UNITED KINGDOM. THE ACCOUNTS HAVE BEEN
AUDITED BY AN INDEPENDENT ACCOUNTANT AND HIS REPORT IS SET OUT
SEPARATELY. THE ACCOUNTS SHOW A SURPLUS OF £1,234,567,890
FOR THE YEAR ENDING 31st MARCH 2004. THE SURPLUS IS MADE UP OF
£1,000,000,000 FROM THE GENERAL FUND AND £234,567,890 FROM
OTHER SOURCES. THE SURPLUS IS TO BE USED FOR THE PURPOSES
OF THE COUNTY OF COOK. THE BOARD OF DIRECTORS HAS AGREED
TO AUTHORISE THE MANAGING DIRECTOR TO PAY THE SURPLUS TO
THE COUNTY OF COOK. THE BOARD OF DIRECTORS HAS ALSO AGREED
TO AUTHORISE THE MANAGING DIRECTOR TO PAY THE SURPLUS TO
THE COUNTY OF COOK. THE BOARD OF DIRECTORS HAS ALSO AGREED
TO AUTHORISE THE MANAGING DIRECTOR TO PAY THE SURPLUS TO
THE COUNTY OF COOK.

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any interest in the property for a term (including extensions) have no right to lease, assign, license, transfer or convey 4. So long as optionee has any rights hereunder, owner shall December 31, 2000.

extinguished and remain in full force and effect, through by owner, then optionee's rights under this Agreement are not of purchase is not closed within six months of initial receipt interference from optionee; provided, however, if the offer transaction on the basis of the offer to purchase without may accept the offer to purchase and proceed to close the its limited right of first refusal to purchase, then the owner the terms of paragraph 1 hereof and optionee fails to exercise prepared to accept is submitted to optionee in accordance with 3. In the event an offer of purchase which the owner is with the contract.

Purchase and sale will then proceed to close in accordance within two (2) business days of receipt of the contract. The said contract and return a fully executed copy to optionee be executed and tendered by optionee to owner who shall accept contract ("contract") based upon the offer of purchase shall hereof, then within two (2) additional business days a 2. If the optionee exercises its rights under paragraph 1 was prepared to accept. those set forth in the offer of purchaser, which terms owner

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2. The Purchase price shall be the fair market value of the Property as determined by the agreement of at least two

1. Within the aforesaid time period, the option under this section can be exercised by Optionee notifying the Owner of its election to purchase by tendering after the expiration of the six (6) month period the Property is on the market, a contract in the form attached hereto with a closing date not more than six (6) months from the date the contract is tendered (the "Purchase and Sale Contract").

exercised as follows:

within that time period. Said option to purchase shall be months and is not made subject to a contract of purchase and sale available, publicly or privately, for sale for a period of six (6) 31, 2000, in the event it is on the market or otherwise made shall have the option to purchase the Property, prior to December

B. In addition to the rights granted hereunder, Optionee terms with no penalty for prepayment of any such indebtedness. and terms less favorable to Owner than market or below market pledge the premises for more than 90% of its fair market value contribute the Property to a partnership or to mortgage or of Optionee, nor shall Owner have any right to joint venture, greater than 5 years on market terms without the prior consent

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of three appraisers appointed pursuant to paragraph 4 hereof.

3. The Purchase and Sale Contract shall be accepted, executed and delivered by the Owner within three (3) business days of receipt and the transaction shall close in accordance with the Purchase and Sale Contract and this option to purchase.

4. With the tender of the Purchase and Sale Contract, Optionee shall designate a disinterested appraiser who has an MAI designation and an active appraisal practice in the Chicago Metropolitan Area including the City of Chicago. Owner shall within seven (7) days thereafter designate an appraiser meeting the same requirements and the two appraisers so designated shall within seven (7) days thereafter appoint a third appraiser who meets the requirements of appraisers hereunder. The three appraisers shall meet as often as they deem necessary and consider such evidence and materials as they deem proper to determine the fair market value for the fee simple interest in the property as of the date of the purchase and sale contract taking into account, among other things, the size of the lot, location of the property, type and condition of the building, leases, encumbrances, restrictions of record. The Appraisers shall not in

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Seller's (Address) _____
 Seller (Address) _____
 Purchaser (Address) _____
 Purchaser (Address) _____
 Dated _____

This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract, and the terms of the Limited Right Agreement.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within _____ days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

8. Seller warrants that Seller, his beneficiaries or agents of Seller or of his beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

7. The earnest money shall be held by _____ for the mutual benefit of the parties.

6. Seller agrees to pay a broker's commission to _____ no broker with respect to this transaction.

5. The time of closing shall be on _____ or on the date, if any, to which such time is extended by reason of paragraphs 2 or 10 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of _____ or of the mortgage lender, if any, provided the is shown to be good or is accepted by Purchaser.

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards.

(c) The acceptance of the title to the real estate by Purchaser, whether to a mortgage or trust deed of record securing a principal indebtedness (which the Purchaser (does) (does not) agree to assume) aggregating \$ _____ bearing interest at the rate of _____ % a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.

(e) If a Schedule B is not attached and the County is not filed in, the note shall be secured by a trust deed, and the note and trust deed shall be in the form used by the Chicago Title and Trust Company.

to be evidenced by the note of Purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B, or in the absence of this attachment, the forms provided by _____ and identified as No. _____.

to be in the form appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title and Trust Company.

to be in the form appended hereto as Schedule A attached, and all assignment of rents, said security agreement and assignment of rents by a security agreement (as to which purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the mortgage (trust deed) effective).

(a) The payment of \$ _____ the net purchase price.

Purchaser has paid \$ _____ as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus portions, at the time of closing as follows: (strike language and subparagraphs not applicable)

so long as they do not violate the restrictions of the Limited Right Agreement

additional improvements during the year(s) _____ and to _____ and subsequent years including taxes which may accrue by reason of new or trust deed specified below, if any: (A) general taxes for the year _____

not yet completed: (f) Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or will rights and agreements, if any (d) existing liens and encumbrances listed in Schedule A attached; (e) special taxes or assessments for improvements subject only to: (a) covenants, conditions and restrictions of record (b) public and utility easements and roads and highways, if any (c) fully

agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to _____ Trustee, with release of homestead rights, if any, and a proper bill of sale.

2. Aetna Bank, as Trustee under Trust Agreement dated March 20, 1984 and known as Trust Acct #10-3014 (Seller) _____

All plumbing, electrical, heating, ventilating, air conditioning equipment, window coverings and blinds, all lighting and painting fixtures.

commonly known as 2310-12 North Lincoln Ave., Chicago, Illinois _____ together with the following property presently located thereon:

1. The Children's Memorial Hospital, an Illinois not-for-profit corporation _____ on the terms set forth herein, the following described real estate

Real Estate Sales Contract



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(C) Purchaser agrees to notify Seller in writing of the name and post office address of each mortgage lender who has issued a commitment to finance the purchase hereunder or any part thereof; such notice shall be furnished within 10 days after issuance of any such commitment, but in no event less than 40 days prior to delivery of the deed hereunder unless waived by such lender or lender. Purchaser further agrees to place of record, simultaneously with the deed recorded pursuant to this contract, any disclosure statement furnished to Purchaser pursuant to paragraph 10(B) and, within 10 days after delivery of the deed hereunder, to file a true and correct copy of said disclosure document with the Illinois Environmental Protection Agency.

(10) (A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act (do) (same) apply to the transfer contemplated by this contract. (If requirements do not apply, strike (B) and (C) below.)
(B) Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Illinois Responsible Property Transfer Act.
(C) Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Illinois Responsible Property Transfer Act.

Alternative 3:
Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$500,000.

Alternative 2:
Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

Alternative 1:
All notices herein required shall be in writing and shall be served on the parties at the address, following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

7. Time is of the essence of this contract.
Seller and Purchaser (Strike paragraph if inapplicable.)
Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser.

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company. In accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract.

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller an upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of Seller's commission; the balance, if any, to be retained by the Seller as liquidated damages.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
If the contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller an upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of Seller's commission; the balance, if any, to be retained by the Seller as liquidated damages.

3. Rent, premiums under assignable insurance policies, fuel, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b), or (c) below (Strike subparagraphs not applicable):

(a) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of reposition letter attached hereto and incorporated herein by reference.
(b) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of reposition letter attached hereto and incorporated herein by reference.
(c) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of reposition letter attached hereto and incorporated herein by reference.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment; or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as if then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the plat of survey with ALTA Certificate

CONDITIONS AND STIPULATIONS

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REPRORATION AGREEMENT

The undersigned hereby agree that, in accordance with the terms and conditions of that certain Real Estate Sale Contract (the "contract") dated _____, 19____, by and between Aetna Bank, as Trustee under Trust Agreement dated March 30, 1984, and known as Trust Account No. 10-3014, as Seller, and The Children's Memorial Hospital, as Purchaser, for the sale of that certain parcel of property commonly known as 2310-12 North Lincoln Avenue, Chicago, Illinois, (the "property"), 19____ general real estate taxes attributable to the property shall be reprorated promptly upon issuance of the final 19____ tax bill and that the beneficiary of said Aetna Bank Trust No. 10-3014 shall personally guaranty such reproration on behalf of the Seller.

AETNA BANK, as Trustee
for Land Trust No. 10-3014
dated March 30, 1984

The Children's
Memorial Hospital

By: _____
Its: _____

By: _____
Its: _____

Guaranty: _____
Beneficiary of Aetna Bank
Trust No. 10-3014

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LOTS 3 AND 4 IN THE SUBDIVISION OF BLOCK 8 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of property: 2310-12 North Lincoln Avenue Chicago, Illinois 60614
Permanent Index No.: 14-33-100-035-0000 14-33-100-036-0000

LEGAL DESCRIPTION OF LAND

EXHIBIT "A"

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[Faint, mostly illegible text from a document or form, likely a return or report, located at the bottom of the page.]

permitted to be delivered hereunder shall be made at the business
E. All notices, documents or other writings required or
Agreement.

The statements in the whereas clauses are made a part of this
respective heirs, legal representatives, successors and assigns.
trust holding title to the Property, and the optionee and their
benefit of owner, the holder of the beneficial interest in the land
herein contained shall be binding upon, apply and inure to the
D. All covenants, provisions, representations and agreements
to, orders of injunction and specific performance.

provisions hereof by equitable relief, including but not limited
may in appropriate circumstances request a court to enforce the
rights and remedies provided by law, either party to this Agreement
of this Agreement and shall run with the land. In addition to all
survive any transfer or conveyance made in violation of the terms
C. The rights, duties and obligations hereunder shall
hereby

5. The six (6) month period provided for in Section B can
be waived by a written agreement signed by the parties
with regard to the Property.

or the fact that the optionee has other option rights
put the property, the financial condition of the seller
of the seller or buyer, the use to which the buyer may
making their determination take into account the identity

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Received of the County of Cook, Illinois, the sum of \$100.00, for the purpose of...

and the same is hereby acknowledged and the receipt is hereby given to the...

of the County of Cook, Illinois, and the same is hereby acknowledged and the receipt is hereby given to the...

of the County of Cook, Illinois, and the same is hereby acknowledged and the receipt is hereby given to the...

of the County of Cook, Illinois, and the same is hereby acknowledged and the receipt is hereby given to the...

of the County of Cook, Illinois, and the same is hereby acknowledged and the receipt is hereby given to the...

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offices listed below in person on regular business days being the hours of 9:00 a.m. to 5:00 p.m.

owner:

Aetna Bank
2401 North Halsted
Chicago, Illinois 60614

Holder of Beneficial Interest:

Patrick Brice
2312 North Lincoln Avenue
Chicago, Illinois 60614

Optician:

The Children's Memorial Hospital
2300 Children's Plaza
Chicago, Illinois 60614

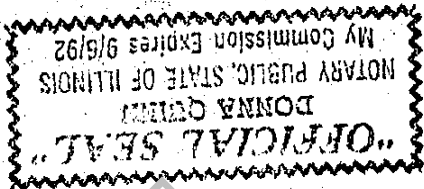
Attn: Planning and Marketing
Department

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My commission expires: 9-6

Notary Public

[Signature]

The foregoing instrument was acknowledged before me this 22nd day of January, 1990 by John A. Miller as SR VP - Acting Trust Officer of AETNA BANK, as Trustee of Trust Account #10-3014 dated March 30, 1984, not personally but solely on behalf of said Bank as Trustee as aforesaid.

STATE OF ILLINOIS
COUNTY OF COOK

BY: *[Signature]*
It is: SR VP & Acting TO
AETNA BANK, as Trustee of Trust Account #10-3014 dated March 30, 1984

and seals as of the date first above written in Chicago, Illinois.
IN WITNESS WHEREOF, the parties hereto have placed their hands

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W. ...

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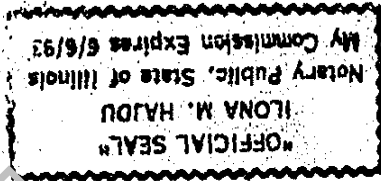
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_____, 19

My commission expires:

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Ilona M. Hajdu
Notary Public

On this 11th day of January, 1990, before me Ilona M., a Notary Public, duly commissioned, qualified in person acting, within and for said county and State, appeared in person the within named Ilona M. Hajdu who personally well know, who stated that he is the Vice President of THE CHILDREN'S MEMORIAL HOSPITAL, an Illinois not-for-profit corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledge that he has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of January, 1990.

STATE OF ILLINOIS
COUNTY OF COOK
SS)
)

By: *Ilona M. Hajdu*
Its: *Ilona M. Hajdu*

THE CHILDREN'S MEMORIAL HOSPITAL

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THE COMMISSIONER OF THE STATE
NOTARY PUBLIC STATE OF ILLINOIS
HONORABLE JAMES M. HANCOCK
SACRED HEART

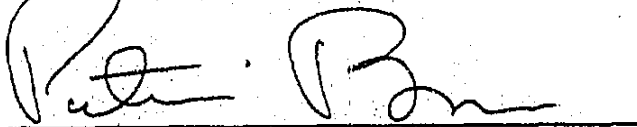
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PATRICK BRICE, as the Owner of the Beneficial Interest of the Aetna Bank as Trustee of Trust Account #18-3014 dated March 30, 1984



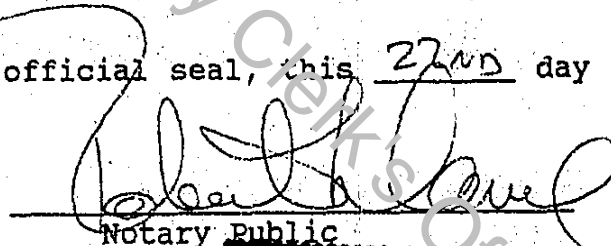
Patrick Brice

STATE OF ILLINOIS)
) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY that PATRICK BRICE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of January, 1990.



Notary Public

My commission expires:
_____, 19____

"OFFICIAL SEAL"
ROBERT L. CANEL
Notary Public, State of Illinois
My Commission Expires: 11/2/93

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PROPERTY OF COOK COUNTY

Information regarding this document may be obtained from the Cook County Clerk's Office, 100 North Dearborn Street, Chicago, Illinois 60610. For more information, call (312) 321-1000.

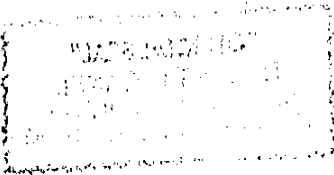
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RECORDS SECTION

CHICAGO, ILL. 60610

This document is a copy of a document recorded in the Cook County Clerk's Office. It is not a certified copy and should not be used for legal purposes. For a certified copy, please contact the Cook County Clerk's Office.

The Cook County Clerk's Office is not responsible for the accuracy of the information contained in this document.



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REGISTRATION TITLES
CAROL MOSELEY BRAUN
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CHICAGO TITLE INS.

G# 979145

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