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Doc# 1816216055 Fee \$92.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/11/2018 03:42 PM PG: 1 OF 28

This agreement was prepared by and  
after recording return to:  
Adam R. Walker, Esq.  
City of Chicago Law Department  
121 North LaSalle Street, Room 600  
Chicago, IL 60602

Amendment No. 1 to the

RUSH UNIVERSITY MEDICAL CENTER REDEVELOPMENT AGREEMENT

This Amendment No. 1 ("Amendment") to that certain Rush University Medical Center Redevelopment Agreement is entered into as of May 1, 2018 by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Rush University Medical Center, an Illinois not-for-profit corporation (the "Developer").

RECITALS

WHEREAS, on December 15, 2008, DPD and the Developer entered into that certain Rush University Medical Center Redevelopment Agreement ("RDA") to provide financial assistance to the Developer's project to replace existing buildings with modern facilities to continue the Developer's historical purpose of providing medical care, research and education on certain properties located on the West Side of Chicago (the "Original Project"); and

WHEREAS, certain of the properties are located within the Central West Redevelopment Area (as defined in the RDA) and have a current street address of 1725 West Harrison Street and other street addresses, legally described on Exhibit A-1 hereto, and certain other properties are located outside the Central West Redevelopment Area, legally described on Exhibit A-2 hereto, all in Chicago, Illinois 60612 (collectively, the "Property"); and

WHEREAS, in 2013, the Developer chose to renovate a building that is located on the Property and is known as the Pavilion Building, in lieu of demolishing it pursuant to the “Demolition Component” of the Original Project description; and

WHEREAS, the Developer now desires to utilize the Pavilion Building for offices to house the Developer’s administrative staffing for pharmacy, perinatal, neonatology, women’s and children’s leadership, congenital and structural heart disease and pediatric intensive care programs, among other health care uses; and

WHEREAS, the Developer affirms that it will use its own equity resources for the entire Pavilion Building renovation, and intends that this renovation will have no adverse impact on the Developer’s financing agreements or bond indentures; and

WHEREAS, the Developer needed additional time to rehabilitate the Pavilion Building, as well as to complete the remainder of the Facility, and had requested that the date for completion of construction and to conduct business operations within the Facility be extended to not later than August 31, 2017; and

WHEREAS, this Amendment will not increase the amount of TIF assistance to the Developer; and

WHEREAS, this Amendment will not increase, decrease or otherwise change the current status of the issued and outstanding City Notes (as defined in the RDA); and

WHEREAS, the Developer has not yet sought the issuance of Certificate of Completion 3; and

WHEREAS, this Amendment reflects (i) the conservation and rehabilitation of the Pavilion Building for health care purposes in lieu of its demolition, with no reduction of the developmental, construction or job-creating obligations of the Developer under the RDA, and (ii) the extension of the construction completion deadline for the Facility by not more than nine months after the completion date set forth in the RDA, and these changes are not material changes (as that term is defined in Section 18.01 of the RDA) to the character of the Project that would otherwise require an authorizing ordinance of the City Council of the City;

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this Amendment by reference.

SECTION 2. REAFFIRMATION OF  
REPRESENTATIONS, WARRANTIES AND COVENANTS

The Developer reaffirms each and every representation, warranty and covenant made in RDA, as amended by this Amendment.

SECTION 3. AMENDING TEXT

The parties agree that various recitals, definitions and sections of the RDA are hereby amended, as follows:

Recital D. The second paragraph thereof is revised to read:

Within the time frames set forth in Section 3.01 hereof, Developer shall complete construction and rehabilitation of (i) a new Orthopedic Ambulatory Building, (ii) a new Hospital Wing/East Tower, (iii) the renovation of four older hospital buildings and three medical professional office buildings, and (iv) the demolition of a super-block of other obsolescent hospital and teaching buildings except for the Pavilion Building that is being renovated pursuant to “iii” above (collectively, the “Facility”) thereon. The Facility and related improvements (including but not limited to those TIF-Eligible Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the “Project.” The Project enables the Developer to replace existing buildings with modern facilities to continue the Developer’s historical purpose of providing medical care, research and education on the West Side of Chicago.

“Amendment Closing Date” shall mean the date of execution and delivery of this Amendment by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Amendment.

“Demolition Component” shall mean:

Demolition Component will consist of the demolition of the Jones Building, the Senn Building, the Murdoch Building, the Rawson Building, the Marshall Field IV Building, and the Human Resource Building.

“Exhibit C” shall mean the Amended and Restated Exhibit C attached hereto. All references to Exhibit C in the RDA shall be interpreted to mean Amended and Restated Exhibit C.

“Exhibit H-1” shall mean the Amended and Restated Exhibit H-1 attached hereto. All references to Exhibit H-1 in the RDA shall be interpreted to mean Amended and Restated Exhibit H-1.

“Exhibit H-2” shall mean the Amended and Restated Exhibit H-2 attached hereto. All references to Exhibit H-2 in the RDA shall be interpreted to mean Amended and Restated Exhibit H-2.

“Facility” shall have the meaning set forth in the Recitals to the RDA, as amended by this Amendment.

“Plans and Specifications” shall mean final construction documents containing a site plan and working drawings and specifications for the Project, as amended by the Amendment, as submitted to the City as the basis for obtaining building permits for the Project.

“Project” shall have the meaning set forth in the Recitals to the RDA, as amended by this Amendment.

“Project Budget” shall mean the budget attached hereto as Amended and Restated Exhibit H-1, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

“Renovation Component” shall mean:

Renovation Component will consist of the renovation of the Atrium Building, the Jelke Building, the Kellogg Building, the Pavilion Building and the Professional Office Building; and

“Scope Drawings” shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project, as amended by this Amendment.

“TIF Project” shall have the meaning set forth in the Recitals hereof, as amended by this Amendment.

3.01 The Project. This section is revised to read:

With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) to the extent construction has not already commenced as of the date of this Agreement, commence construction no later than 180 days after City Council has approved this Agreement; and (ii) complete construction and conduct business operations therein no later than August 31, 2017.

3.02 Scope Drawings and Plans and Specifications. This section is revised to read:

Except for the Scope Drawings and Plans and Specifications for the rehabilitation of the Pavilion Building, the Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. The Scope Drawings and Plans and Specifications for the rehabilitation of the Pavilion Building must be submitted to DPD as a Change Order pursuant to Section 3.04 hereof, and approved in writing by DPD, prior to Developer commencing any rehabilitation of said structure.

After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications that propose a material change to the Project shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The prefatory paragraph is revised to read:

The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$915,010,000 and total costs for the TIF Project in an amount of approximately \$140,434,000. The Developer hereby certifies to the City that (a) the City Funds, together with Debt Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project. The Developer hereby certifies to the City that:

4.01 Total Project Cost and Sources of Funds. This section is revised to read:

The estimated total cost of the Project, set forth in Amended and Restated Exhibit H-1, shall be equal to or greater than \$915,010,000 and shall be applied in the manner set forth in the Project Budget. Such costs shall be funded solely from Equity and/or Debt Financing.

Section 5. Conditions Precedent. The prefatory text is revised to read:

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date and, in addition, on or prior to the Amendment Closing Date:

5.09 Opinion of the Developer's Counsel. The heading is revised to read:

5.09 Opinions of Counsel

Subsection (b) is revised to read:

(b) On the issue date of any Tax-Exempt City Note, the City shall have received from Foley and Lardner, bond counsel, an opinion regarding the tax-exempt status and enforceability of the Tax-Exempt City Note, in form and substance acceptable to Corporation Counsel.

Add new subsection (c):

(c) On the Amendment Closing Date, the Developer shall have furnished the City with an opinion of counsel, in form and substance acceptable to Corporation Counsel.

5.14 Corporate Documents: Economic Disclosure Statement. Add to this section the following:

On the Amendment Closing Date, the Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Amendment Closing Date.

8.18 Recording and Filing. Add to this section the following:

The Developer shall cause this Amendment and certain exhibits (as specified by Corporation Counsel) hereto to be recorded and filed against the Property on the Amendment Closing Date in the conveyance and real property records of the county in which the Project is located. If this Amendment is not recorded prior to any mortgage made in connection with Debt Financing, then, if required in the reasonable discretion of DPD, a Limited Subordination Agreement shall be executed and recorded. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Amendment showing the date and recording number of record.

18.02 Entire Agreement. This section is revised to read:

The Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference), as amended by this Amendment, constitutes the entire agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

#### SECTION 4. NO OTHER AMENDMENTS TO AGREEMENT

Except as set forth herein, and except as modified by this Amendment, the RDA is not amended.

#### SECTION 5. OBLIGATIONS TO RECORD AND TO PROVIDE DOCUMENTS

The Developer shall execute and deliver to the City such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement and an opinion of counsel in substantially the form set forth in the RDA.

The Developer shall cause this Amendment and certain exhibits (as specified by Corporation Counsel) hereto to be recorded and filed against the Property on the Amendment Closing Date in the conveyance and real property records of the county in which the Project is located. If this Amendment is not recorded prior to any mortgage made in connection with Debt Financing, then, if required in the reasonable discretion of DPD, a Limited Subordination

Agreement shall be executed and recorded. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Amendment showing the date and recording number of record.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on or as of the day and year first above written.

RUSH UNIVERSITY MEDICAL CENTER, an Illinois not-for-profit corporation

By: James J. Good  
Its: Chief Executive Officer

CITY OF CHICAGO, by and through its Department of Planning and Development

By: David L. Reifman  
David L. Reifman, Commissioner



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Cynthia L. Irwin, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lanny Goodman, personally known to me to be the CEO of Rush University Medical Center, an Illinois not-for-profit corporation (the ADeveloper"), and 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/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of May, 2018,  
2018.

Cynthia L. Irwin  
Notary Public

My Commission Expires 1/22/2021

(SEAL)





① PIN #'s

17 18 249 001 - 003, 005 - 007

17 18 250 001 - 008, 010, 015 - 017

17 18 251 003

17 18 252 001, 005, 009, 010

17 18 404 003, 008 - 015, 018

17 18 405 022, 031, 032, 036 - 038

17 18 407 033

17 18 502 002 - 004

Rush University Medical Center

EXHIBIT B-1

PROPERTY WITHIN THE CENTRAL WEST REDEVELOPMENT AREA

Attached.

## BUILDINGS INSIDE TIF BOUNDARIES

### TRACT 1: ATRIUM AND EAST TOWER/NEW HOSPITAL

#### 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 OGDEN'S 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 CHICAGO 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 3.25 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 24688186; 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 PARKWAY, A DISTANCE OF 534.62 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

#### PARCEL 2-1:

LOTS 1 TO 15, INCLUSIVE; TOGETHER WITH 16-FOOT WIDE NORTH/SOUTH ALLEY, LYING EAST OF AND ADJOINING SAID LOTS 1 TO 15, VACATED BY ORDINANCE PASSED JUNE 7, 1978 AND RECORDED OCTOBER 25, 1978 AS DOCUMENT 24688186 IN THE SUBDIVISION OF THE WEST 116.4 FEET OF BLOCK 14 IN ASHLAND ADDITION TO CHICAGO BEING OGDEN'S SUBDIVISION OF THE SOUTHEAST OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

#### PARCEL 2-2:

LOTS 1 TO 7, INCLUSIVE, IN SUBDIVISION OF SOUTH 98-1/2 FEET OF THE EAST 1/2 OF BLOCK 14, AFORESAID (EXCEPT THAT PART OF LOTS 4, 5, 6 AND 7, AFORESAID OPENED FOR PUBLIC STREET BY CONDEMNATION PROCEEDINGS ORDINANCE PASSED OCTOBER 21, 1970 IN CIRCUIT COURT OF COOK COUNTY CASE NO. 70L14802 RECORDED OCTOBER 21, 1970 AS DOCUMENT 21303659, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 5; THENCE NORTH ALONG THE EAST LINE OF LOTS 4 AND 5 AFORESAID, A DISTANCE OF 28.00 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT IN SAID LOT 5, SAID POINT BEING 18.00 FEET WEST, MEASURED PERPENDICULARLY OF THE EAST LINE OF LOT 5 AFORESAID AND 10.00 FEET NORTH, MEASURED PERPENDICULARLY OF THE SOUTH LINE OF LOT 5 AFORESAID; THENCE SOUTHWESTERLY IN A STRAIGHT LINE RUNNING ACROSS LOTS 5, 6 AND 7 AFORESAID TO A POINT IN THE WEST LINE OF LOT 7 AFORESAID, SAID POINT BEING 2.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 7 AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF LOT 7 AFORESAID, A DISTANCE OF 2.00 FEET TO SOUTHWEST CORNER OF LOT 7 AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF LOTS 5, 6 AND 7 AFORESAID TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS;

PARCEL 2-3:

THAT PART OF BLOCK 14 IN ASHLAND ADDITION TO CHICAGO AFORESAID, LYING EAST OF THE EAST LINE OF VACATED 16-FOOT WIDE NORTH/SOUTH ALLEY IN SUBDIVISION OF WEST 116.4 FEET OF BLOCK 14 IN ASHLAND ADDITION TO CHICAGO AFORESAID AND LYING NORTH OF THE NORTH LINE OF LOT 1 IN THE SUBDIVISION OF THE SOUTH 98-1/2 FEET OF THE EAST 1/2 OF BLOCK 14 IN ASHLAND ADDITION TO CHICAGO AFORESAID (EXCEPT THAT PART OF BLOCK 14 AFORESAID DEDICATED FOR PUBLIC STREET BY ORDINANCE PASSED FEBRUARY 11, 1981 AND RECORDED JULY 10, 1981 AS DOCUMENT 25933230 AND RE-RECORDED OCTOBER 7, 1981 AS DOCUMENT 26021562, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CONGRESS PARKWAY (66.00 FEET WIDE) AND THE WEST LINE OF SOUTH ASHLAND AVENUE (100.00 FEET WIDE); THENCE SOUTH 00 DEGREE, 00 MINUTE, 04 SECONDS EAST ALONG SAID WEST LINE OF SOUTH ASHLAND AVENUE, A DISTANCE OF 6.00 FEET; THENCE NORTH 45 DEGREES, 00 MINUTES, 37 SECONDS WEST, A DISTANCE OF 8.48 FEET TO A POINT IN THE SOUTH LINE OF WEST CONGRESS PARKWAY; THENCE NORTH 89 DEGREES, 58 MINUTES, 50 SECONDS EAST ALONG SAID SOUTH LINE OF WEST CONGRESS PARKWAY, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

TRACT 2: KELLOGG, JONES, RAWSON; SENN, MURDOCK AND PAVILION BUILDINGS

PARCEL A:

LOT 1 AND LOTS 10 TO 27, INCLUSIVE, IN MC KAY'S RESUBDIVISION OF BLOCK 11 IN ASHLAND ADDITION TO CHICAGO, BEING OGDEN'S SUBDIVISION OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER (WITH OTHER PROPERTY) OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B:

LOTS 1 TO 10, INCLUSIVE, IN THE SUBDIVISION OF LOTS 2 TO 9, INCLUSIVE, IN SAID MC KAY'S RESUBDIVISION OF BLOCK 11 IN ASHLAND ADDITION TO CHICAGO, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL C:

ALL OF THE VACATED ALLEYS IN BLOCK 11 IN ASHLAND ADDITION TO CHICAGO, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL D:

ALL THAT PART OF VACATED WEST HARRISON STREET DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID WEST HARRISON STREET, SAID POINT BEING 8 FEET EAST OF THE SOUTH EAST CORNER OF LOT 10 IN MC KAY'S RESUBDIVISION OF BLOCK 11 IN ASHLAND ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 8.065 FEET; THENCE SOUTH EASTERLY ALONG A LINE TO A POINT ON A LINE 19 FEET 5-1/4 INCHES SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST HARRISON STREET, SAID POINT BEING 19 FEET 3-3/8 INCHES EAST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 10; THENCE EAST ALONG A LINE 19 FEET 5-1/4 INCHES SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST HARRISON STREET, A DISTANCE OF 120 FEET; THENCE EASTERLY ALONG A LINE TO A POINT ON A LINE 165 FEET 3-3/8 INCHES EAST OF AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 10, SAID POINT BEING 16 FEET 3-3/8 INCHES SOUTH OF SAID NORTH LINE OF WEST HARRISON STREET; THENCE NORTH ALONG A LINE 165 FEET 3-3/8 INCHES EAST OF AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 10, A DISTANCE OF 16 FEET 3-3/8 INCHES TO THE NORTH LINE OF SAID WEST HARRISON STREET; THENCE WEST ALONG SAID NORTH LINE OF WEST HARRISON STREET A DISTANCE OF 157 FEET 3-3/8 INCHES TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL E:

THE WEST HALF OF THE NORTH AND SOUTH VACATED ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 2 TO 4, BOTH INCLUSIVE, AND THE EAST LINE OF SAID LOT 4 PRODUCED SOUTH 16 FEET IN BLOCK 12 OF ELLIOT'S RESUBDIVISION OF PART OF BLOCKS 12 AND 13 IN ASHLAND ADDITION TO CHICAGO ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1883 AS DOCUMENT NO. 463750, AND LYING EAST AND SOUTH EASTERLY OF AND ADJOINING THE EAST AND SOUTH EASTERLY LINES, RESPECTIVELY, OF LOT 6 IN THE SUBDIVISION OF LOT 1 OF BLOCK 12 OF ELLIOT'S RESUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL F:

LOTS 2, 3 AND 4 TOGETHER WITH THE VACATED ALLEY SOUTH OF AND ADJOINING SAID LOT 4 IN BLOCK 12 IN ELLIOT'S RESUBDIVISION OF PART OF SAID BLOCKS 12 AND 13 IN ASHLAND ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1883 AS DOCUMENT NO. 463750, IN COOK COUNTY, ILLINOIS.

PARCEL G:

LOTS 1 TO 6 INCLUSIVE IN THE SUBDIVISION OF LOT 1 IN BLOCK 12 IN ELLIOT'S RESUBDIVISION OF PART OF BLOCKS 12 AND 13 IN ASHLAND ADDITION TO CHICAGO AFORESAID ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1884 AS DOCUMENT NO. 536383, IN COOK COUNTY, ILLINOIS.

PARCEL H:

LOTS 1 TO 6 INCLUSIVE, ALL IN THE SUBDIVISION (BY SANDS) OF LOT 5 OF BLOCK 12 IN ELLIOT'S RESUBDIVISION OF PART OF BLOCKS 12 AND 13 IN ASHLAND ADDITION TO CHICAGO AFORESAID ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1884 AS DOCUMENT NO. 536384, IN COOK COUNTY, ILLINOIS.

PARCEL I:

THE WEST 10.4 FEET OF LOT 7 IN THE SUBDIVISION (BY SANDS) OF LOT 5 IN BLOCK 12 IN ELLIOT'S RESUBDIVISION OF PART OF BLOCKS 12 AND 13 IN ASHLAND ADDITION TO CHICAGO AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL J:

THE EAST 8.25 FEET OF THE VACATED ALLEY LYING WEST OF THE NORTH 11 FEET OF LOT 7 IN THE SUBDIVISION (BY SANDS) OF LOT 5 IN BLOCK 12 IN ELLIOT'S RESUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL K:

THAT PART OF VACATED SOUTH HERMITAGE AVENUE LYING SOUTH OF THE SOUTH LINE OF WEST CONGRESS STREET AND NORTH OF THE NORTH LINE OF WEST HARRISON STREET AND LYING BETWEEN BLOCKS 11 AND 12 OF ASHLAND ADDITION TO CHICAGO AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

TRACT 3: PROFESSIONAL OFFICE BUILDING

PARCEL 1:

LOTS 21 TO 32 INCLUSIVE (EXCEPT THE NORTH 5 FEET 8-1/4 INCHES OF LOT 32) IN BLOCK 3 IN SUTTON'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 6 INCLUSIVE IN COUNTY CLERK'S DIVISION OF JACOB C. MAGILL'S SUBDIVISION OF LOTS 17, 18, 19 AND 20 IN BLOCK 3 OF SUTTON'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL OF THE 16-FOOT ALLEY, LYING SOUTH OF AND ADJOINING LOT 21 IN BLOCK 3 IN SUTTON'S ADDITION AFORESAID IN PARCEL 1 AND LYING NORTH OF AND ADJOINING LOTS 1 TO 6 IN COUNTY CLERK'S DIVISION OF JACOB C. MAGILL'S SUBDIVISION OF LOTS 17, 18, 19 AND 20 IN BLOCK 3 OF SUTTON'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

ALL OF VACATED SOUTH HERMITAGE AVENUE, LYING WEST OF AND ADJOINING BLOCK 3 IN SUTTON'S ADDITION TO CHICAGO AFORESAID AND LYING EAST OF AND ADJOINING BLOCK 4 IN ASSESSOR'S DIVISION AND LYING NORTH OF THE SOUTH LINE OF LOT 1 AFORESAID IN PARCEL 2 EXTENDED WESTERLY AND SOUTH OF THE SOUTH LINE OF HARRISON STREET (EXCEPT THE NORTH 5 FEET 8-1/4 INCHES THEREOF) IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:  
THE WEST 1/2 OF VACATED ALLEY, LYING EAST OF AND ADJOINING PARCELS 1, 2 AND 3 AFORESAID, IN  
COOK COUNTY, ILLINOIS.



EXHIBIT B-2

PROPERTY OUTSIDE OF THE CENTRAL WEST REDEVELOPMENT AREA

Attached.

**BUILDINGS OUTSIDE TIF BOUNDARIES**

**TRACT 4: ORTHOPEDIC AMBULATORY BUILDING**

LOTS 1 TO 16, INCLUSIVE; TOGETHER WITH THE EAST 1/2 OF 16.5-FOOT WIDE NORTH/SOUTH ALLEY, VACATED BY ORDINANCE PASSED SEPTEMBER 1, 1965 AND RECORDED JANUARY 11, 1966 AS DOCUMENT 19707484 IN BLOCK 1 IN SUTTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT 1 AFORESAID, ACQUIRED FOR STREET PURPOSES PURSUANT TO ORDINANCE PASSED JULY 8, 1969 IN CIRCUIT COURT OF COOK COUNTY CASE NO. 70L14802, LYING NORTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF LOT 1 AFORESAID, A DISTANCE OF 2.00 FEET SOUTH (AS MEASURED ALONG SAID WEST LINE) FROM THE NORTHWEST CORNER OF LOT 1 AFORESAID TO A POINT IN THE EAST LINE OF LOT 1 AFORESAID, A DISTANCE OF 10.00 FEET SOUTH (AS MEASURED ALONG SAID EAST LINE) FROM THE NORTHEAST CORNER OF LOT 1 AFORESAID, IN COOK COUNTY, ILLINOIS.

**TRACT 5: HR BUILDING**

LOTS 1 TO 10 INCLUSIVE IN MCKINNEY'S RESUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN SUTTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**TRACT 6: CENTRAL ENERGY PLANT & PARKING GARAGE**

**PARCEL 1:**

LOTS 1 TO 6, INCLUSIVE, AND THAT PART OF LOT 7, LYING NORTH OF A LINE 238.75 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST POLK STREET IN BLOCK 5 IN SUTTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 1 TO 4, INCLUSIVE, IN MCFARLAND'S SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15 IN MCKINNEY'S RESUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN SUTTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

ALL OF THE 16.5 FOOT WIDE NORTH-SOUTH ALLEY IN BLOCK 5 IN SUTTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF A LINE 238.75 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST POLK STREET AND VACATED BY ORDINANCE PASSED SEPTEMBER 26, 1984 AND RECORDED NOVEMBER 26, 1984 AS DOCUMENT NO. 27348536.

**PARCEL 4:**

LOTS 1 AND 2 AND THAT PART OF LOT 7 AND 26 LYING NORTH OF THE LINE 238.75 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST POLK STREET IN BLOCK 6 IN SUTTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

LOTS 1 TO 8, INCLUSIVE, IN C.F. LOOMIS' SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 6 IN SUTTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 1 TO 5, INCLUSIVE, IN HENRY H. DREW'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 6 IN SUTTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE 16.5 FOOT WIDE NORTH-SOUTH ALLEY IN BLOCK 6 IN SUTTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE PASSED SEPTEMBER 26, 1984 AND RECORDED NOVEMBER 26, 1984 AS DOCUMENT NO. 27348536, LYING NORTH OF A LINE 238.75 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST POLK STREET, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF 66 FOOT WIDE SOUTH MARSHFIELD AVENUE VACATED BY ORDINANCE PASSED MARCH 9, 1962 AND RECORDED JUNE 21, 1962 AS DOCUMENT NO. 18512083, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN BLOCK 5 IN SUTTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TO THE NORTHWEST CORNER OF LOT 1 IN C.F. LOOMIS' SUBDIVISION OF LOT 27 TO 32 IN BLOCK 6 IN SUTTON'S ADDITION TO CHICAGO AFORESAID AND LYING NORTH OF THE LINE 238.75 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST POLK STREET, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOTS 16 THROUGH 20, INCLUSIVE, IN MCKINNEY'S RESUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN SUTTON'S ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THE WEST 1/2 OF THE 16.5 FOOT WIDE NORTH-SOUTH ALLEY IN BLOCK 5 IN SUTTON'S ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE PASSED SEPTEMBER 26, 1984 AND RECORDED NOVEMBER 26, 1984 AS DOCUMENT NO. 27348536, LYING SOUTH OF A LINE 238.75 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST POLK STREET IN COOK COUNTY, ILLINOIS.

TRACT 7: MARSHALL FIELD IV BUILDING

PARCEL 1:

LOTS 17, 18, 25, 29, 30, 31 AND 32 IN BLOCK 4 OF SUTTON'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

SUBLOTS 1, 2, 3 AND 4 IN J.B. SKINNER'S SUBDIVISION OF LOTS 19, 20 AND THE SOUTH 21.86 FEET OF LOT 21 IN BLOCK 4 OF SUTTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

SUBLOTS 1, 2, 3 AND 4 IN S.W. HULL'S SUBDIVISION OF LOTS 22, 23, 24 AND THE NORTH 3.21 FEET OF LOT 21 IN BLOCK 4 OF SUTTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

SUBLOTS 1, 2, 3 AND 4 IN S.W. HULL'S SUBDIVISION OF LOTS 26, 27 AND 28 IN BLOCK 4 OF SUTTON'S

ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39  
NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AMENDED AND RESTATED EXHIBIT C

TIF-ELIGIBLE IMPROVEMENTS

See Attached.

NOTE:

Notwithstanding the total of TIF-Eligible Improvements, the assistance to be provided by the City is limited to \$75,000,000, subject to reduction as described in Section 4.

**EXHIBIT C**  
**SCHEDULE OF TIF FUNDED IMPROVEMENTS**  
**7/15/2016**

TIF Eligible Projects (Exhibit C)	Projected Costs (in \$1,000's)			
	Phase 3	CO # 1	Phase 4	Total
<b>Demolition</b>				
Superblock Demo	-		6,478	6,478
<b>Interior Rehab &amp; Renovation</b>				
Atrium Building Interior Renovation	29,463		-	29,463
Professional Building Renovations				-
PB Outpatient CT	740		-	740
PB MRI Expansion	827		-	827
PB Cancer Center	11,225		-	11,225
PB Neuro Sciences	4,100		-	4,100
PB Superblock Relocations	1,813		-	1,813
PB Patient Flow Renovations	1,655		-	1,655
Kellogg Building Interior Renovations	2,986		-	2,986
Interior Renovations for Superblock Moves	7,286		-	7,286
Pavilion Building Renovation		11,017		11,017
<b>Exterior Rehab &amp; Renovation</b>				
Jelke Roof Replacement	482		-	482
<b>Infrastructure Upgrades</b>				
Atrium Mechanical Upgrades	9,438		-	9,438
Jelke AHU & Fan Replacement	5,014		-	5,014
Jelke Electrical Risers	312		-	312
Jelke South Center Elevators	1,496		-	1,496
Jelke Tower Elevators	904		-	904
PB Mechanical Upgrades	3,370		-	3,370
<b>Life Safety System Upgrades</b>				
Jelke Emergency Electrical system	149		-	149
Jelke Fire Alarms & Sprinklers	8,052		-	8,052
Jelke SOC's	1,061		-	1,061
<b>TIF Eligible Hard Construction Costs</b>	<b>90,373</b>	<b>11,017</b>	<b>6,478</b>	<b>107,868</b>
Architecture & Engineering	9,553	1,089	355	10,997
Project Management	8,377	361	254	8,992
Environmental, Testing & Other Consultants	2,353	1,842	202	4,397
Insurance, Legal, Permits & Other Fees	1,419		152	1,571
Owner Contingency	10,920		559	11,479
Allowance of Ineligible Soft Costs	(4,179)		(691)	(4,870)
<b>TIF Eligible Soft Costs</b>	<b>28,443</b>	<b>3,292</b>	<b>831</b>	<b>32,566</b>
<b>Total TIF Eligible</b>	<b>118,816</b>	<b>14,309</b>	<b>7,309</b>	<b>140,434</b>
<b>Anticipated TIF Reimbursement</b>				<b>75,000</b>
<b>Percentage of Eligible Costs Reimbursed</b>				<b>53%</b>

AMENDED AND RESTATED EXHIBIT H-1  
PROJECT BUDGET

See Attached.

**Transformation Program  
Rush University Medical Center  
Project Budget - Calendar Year Basis Revised for Pavilion Renovation 7/15/16  
TIF REIMBURSEMENT SHOWN IN THE YEAR IT IS EXPECTED TO BE APPLIED FOR  
(\$000's)**

SOURCES	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	TOTAL
<b>Summary</b>															
Cash from Operations	-	-	-	-	27,324	80,028	25,186	9,383	142,464	52,360	22,222	(11,033)	9,650	484	358,068
Philanthropy	-	5,508	10,380	15,741	17,206	15,764	20,600	25,433	21,700	16,000	13,700	9,075	4,250	925	176,282
Debt Financing	-	-	-	-	-	38,931	141,007	90,427	-	-	-	-	-	-	270,365
Private Funding (Amb. Building)	-	-	-	-	-	-	32,290	-	-	-	-	-	-	-	32,290
Government Funding	-	-	22	290	889	1,740	1,740	-	-	-	-	-	-	-	4,680
Tax Increment Financing	-	-	-	-	-	-	-	23,634	-	28,866	-	-	15,000	-	75,000
<b>TOTAL SOURCES</b>	-	<b>5,508</b>	<b>10,402</b>	<b>16,031</b>	<b>45,419</b>	<b>136,463</b>	<b>220,823</b>	<b>148,877</b>	<b>164,164</b>	<b>87,227</b>	<b>35,922</b>	<b>13,042</b>	<b>13,900</b>	<b>8,909</b>	<b>916,685</b>
<b>USES</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>TOTAL</b>
<b>Master Design</b>	-	-	984	12,170	10,482	4,580	-	-	-	-	-	-	-	-	28,215
- TIF Eligible	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Reimbursed	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Master Design</b>	-	-	<b>984</b>	<b>12,170</b>	<b>10,482</b>	<b>4,580</b>	-	-	-	-	-	-	-	-	<b>28,215</b>
<b>Enabling Projects</b>	-	-	-	1,165	6,947	2,827	-	-	-	-	-	-	-	-	-
- TIF Eligible	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Reimbursed	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Enabling</b>	-	-	-	<b>1,165</b>	<b>6,947</b>	<b>2,827</b>	-	-	-	-	-	-	-	-	<b>10,938</b>
<b>Phase I</b>	-	-	-	-	17,802	67,557	48,681	-	-	-	-	-	-	-	-
- TIF Eligible	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Reimbursed	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Phase I</b>	-	-	-	-	<b>17,802</b>	<b>67,557</b>	<b>48,681</b>	-	-	-	-	-	-	-	<b>134,040</b>
<b>Phase II</b>	-	-	-	-	3,617	44,714	138,369	163,992	165,811	60,314	3,239	-	-	-	-
New Patient Tower	-	-	-	-	3,617	44,714	138,369	163,992	165,811	60,314	3,239	-	-	-	-
- TIF Eligible	-	-	-	-	2	2,525	756	2,400	3,136	3,136	196	-	-	-	12,150
- Reimbursed	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Phase II</b>	-	-	-	-	<b>3,617</b>	<b>44,714</b>	<b>138,369</b>	<b>163,992</b>	<b>165,811</b>	<b>60,314</b>	<b>3,239</b>	-	-	-	<b>580,056</b>
<b>Phase III</b>	-	-	-	-	-	469	1,626	2,388	4,952	20,825	21,610	7,029	-	-	58,898
Atrium Renovation	-	-	-	-	-	469	1,626	2,388	4,952	20,825	21,610	7,029	-	-	58,898
- TIF Eligible	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,188
- Reimbursed	-	-	-	-	-	-	-	3,251	4,698	16,793	17,326	9,784	-	-	21,304
Professional Office Building	-	-	-	-	-	-	3,861	7,579	7,058	10,080	7,005	3,503	-	-	39,086
- TIF Eligible	-	-	-	-	-	-	3,095	5,526	5,187	8,845	6,185	3,093	-	-	31,931
- Reimbursed	-	-	-	-	-	-	-	6,371	-	9,772	-	3,383	-	-	19,526
Jelke	-	-	-	-	-	2,850	6,345	7,160	6,197	2,844	488	-	-	-	25,884
- TIF Eligible	-	-	-	-	-	2,539	5,570	6,188	5,470	2,598	446	-	-	-	22,812
- Reimbursed	-	-	-	-	-	-	-	11,275	-	8,106	-	163	-	-	19,544
Kellogg	-	-	-	-	-	-	-	-	1,030	1,664	1,580	510	-	-	4,784
- TIF Eligible	-	-	-	-	-	-	-	-	865	1,398	1,327	428	-	-	4,019
- Reimbursed	-	-	-	-	-	-	-	-	-	1,159	-	671	-	-	1,830
Space Renovation for Superblock M	-	-	-	-	-	310	1,653	1,685	1,153	1,500	2,000	2,000	500	-	10,800
- TIF Eligible	-	-	-	-	-	283	1,510	1,539	1,053	1,370	1,827	1,827	457	-	9,867
- Reimbursed	-	-	-	-	-	-	-	2,736	-	1,560	-	999	-	-	5,296
Pavilion	-	-	-	-	-	-	-	-	-	-	-	-	10,400	3,909	14,309
- TIF Eligible	-	-	-	-	-	-	-	-	-	-	-	-	10,400	3,909	14,309
- Reimbursed	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total TIF Eligible - Phase III</b>	-	-	-	-	-	3,291	11,801	15,500	17,273	31,004	27,112	12,378	10,857	3,909	133,125
<b>Total Reimbursed - Phase III</b>	-	-	-	-	-	-	-	23,634	-	28,866	-	15,000	-	-	67,500
<b>Total Phase III</b>	-	-	-	-	-	<b>3,629</b>	<b>13,485</b>	<b>18,812</b>	<b>20,389</b>	<b>36,912</b>	<b>32,683</b>	<b>13,042</b>	<b>10,900</b>	<b>3,909</b>	<b>153,761</b>
<b>Phase IV</b>	-	-	-	-	-	-	-	-	-	-	-	-	3,000	5,000	8,000
- TIF Eligible	-	-	-	-	-	-	-	-	-	-	-	-	2,741	4,568	7,309
- Reimbursed	-	-	-	-	-	-	-	-	-	-	-	-	-	7,500	7,500
<b>Total Phase IV</b>	-	-	-	-	-	-	-	-	-	-	-	-	<b>3,000</b>	<b>5,000</b>	<b>8,000</b>
<b>Total TIF Eligible</b>	-	-	-	-	2	5,817	12,557	17,900	20,409	34,140	27,307	12,378	13,598	8,477	152,584
<b>Total Reimbursed</b>	-	-	-	-	-	-	-	23,634	-	28,866	-	15,000	-	7,500	75,000
<b>TOTAL USES</b>	-	-	<b>984</b>	<b>13,334</b>	<b>38,847</b>	<b>123,307</b>	<b>200,535</b>	<b>182,804</b>	<b>186,200</b>	<b>97,227</b>	<b>35,922</b>	<b>13,042</b>	<b>13,900</b>	<b>8,909</b>	<b>915,011</b>



AMENDED AND RESTATED EXHIBIT H-2

MBE/WBE BUDGET

See Attached.

**EXHIBIT H-2**  
**REVISED 7-15-16**  
**MBE/WBE BUDGET - DETAIL**

Program Component	Construction Budget	MBE / WBE Budget
<b>Enabling Projects:</b>		
Program Management Offices	\$ 1,396,000	\$ 1,396,000
Marketing Center	\$ 156,000	\$ 156,000
Parking Structure Modifications	\$ 1,129,000	\$ 1,129,000
2150 W. Harrison Street	\$ 5,885,000	\$ 5,885,000
4 AAC Renovations	\$ 1,100,000	\$ 1,100,000
<b>Total Enabling Projects</b>	<b>\$ 9,666,000</b>	<b>\$ 9,666,000</b>
<b>Phase I</b>		
<b>General Contracts</b>		
Orthopedic Ambulatory Building - Core & Shell	\$ 27,366,500	\$ 27,366,500
Orthopedic Ambulatory Building- Fitout	\$ 7,038,000	\$ 7,038,000
Orthopedic Ambulatory Building - Bridge	\$ 1,000,000	\$ 1,000,000
Harrison Street Tunnel	\$ 3,331,000	\$ 3,331,000
<b>Trade Contracts</b>		
Demolition	\$ 184,200	\$ 184,200
Excavation	\$ 4,905,000	\$ 4,905,000
Shoring	\$ 3,279,000	\$ 3,279,000
Caissons	\$ 1,850,000	\$ 1,850,000
Landscape & Hardscape	\$ 904,000	\$ 904,000
Site Utilities	\$ 1,379,000	\$ 1,379,000
Concrete	\$ 16,194,000	\$ 16,194,000
Structural Street	\$ 5,081,000	\$ 5,081,000
General Trades (Interior Construction & Finishes)	\$ 9,476,000	\$ 9,476,000
Elevators	\$ 757,000	\$ 757,000
Fire Protection	\$ 667,000	\$ 667,000
Plumbing	\$ 2,077,000	\$ 2,077,000
Heating, Ventilation & Air Conditioning	\$ 3,881,000	\$ 3,881,000
Building Automating System	\$ 1,646,000	\$ 1,646,000
Electrical	\$ 2,538,000	\$ 2,538,000
General Conditions	\$ 2,436,400	\$ 2,436,400
Design & Construction Contingency	\$ 5,640,900	\$ 5,640,900
<b>Total Phase I</b>	<b>\$ 101,631,000</b>	<b>\$ 101,631,000</b>
<b>Phase II</b>		
Excavation	\$ 4,446,000	\$ 4,446,000
Shoring	\$ 2,440,000	\$ 2,440,000
Caissons	\$ 2,984,000	\$ 2,984,000
Landscape & Hardscape	\$ 2,553,000	\$ 2,553,000
Site Utilities	\$ 2,160,000	\$ 2,160,000
Concrete	\$ 15,288,000	\$ 15,288,000
Structural Steel	\$ 40,792,000	\$ 40,792,000
Curtainwall	\$ 31,700,000	\$ 31,700,000

**EXHIBIT H-2**  
**REVISED 7-15-16**  
**MBE/WBE BUDGET - DETAIL**

<b>Program Component</b>	<b>Construction Budget</b>	<b>MBE / WBE Budget</b>
General Trades (Interior Construction & Finishes)	\$ 57,057,000	\$ 57,057,000
Elevators	\$ 11,549,000	\$ 11,549,000
Fire Protection	\$ 3,381,000	\$ 3,381,000
Plumbing	\$ 20,955,000	\$ 20,955,000
Medical Gas System *	\$ 8,511,000	\$ -
Heating, Ventilation & Air Conditioning	\$ 45,699,000	\$ 45,699,000
Major HVAC Equipment *	\$ 4,600,000	\$ -
Building Automation System	\$ 5,795,000	\$ 5,795,000
Electrical	\$ 52,332,000	\$ 52,332,000
Major Electrical Equipment *	\$ 7,700,000	\$ -
General Conditions	\$ 9,270,000	\$ 9,270,000
Design & Construction Contingency	\$ 16,500,000	\$ 16,500,000
<b>Total Phase II</b>	<b>\$ 345,712,000</b>	<b>\$ 324,901,000</b>
<b>Phase III</b>		
Roofing	\$ 425,000	\$ 425,000
General Trades (Interior Construction & Finishes)	\$ 23,008,402	\$ 23,008,402
Elevators	\$ 2,154,000	\$ 2,154,000
Fire Protection	\$ 6,996,662	\$ 6,996,662
Plumbing	\$ 5,758,844	\$ 5,758,844
Medical Gas System *	\$ 1,711,000	\$ -
Heating, Ventilation & Air Conditioning	\$ 19,660,067	\$ 19,660,067
Building Automation System	\$ 4,101,060	\$ 4,101,060
Electrical	\$ 20,485,700	\$ 20,485,700
General Conditions	\$ 4,601,537	\$ 4,601,537
Design & Construction Contingency	\$ 12,487,729	\$ 12,487,729
<b>Total Phase III</b>	<b>\$ 101,390,000</b>	<b>\$ 99,679,000</b>
<b>Phase IV</b>		
Demolition	\$ 5,403,000	\$ 5,403,000
General Conditions	\$ 486,000	\$ 486,000
Design & Construction Contingency	\$ 589,000	\$ 589,000
<b>Total Phase IV</b>	<b>\$ 6,478,000</b>	<b>\$ 6,478,000</b>
<b>Total Hard Construction Costs</b>	<b>\$ 564,877,000</b>	<b>\$ 542,355,000</b>

**EXHIBIT H-2**  
**REVISED 7-15-16**  
**MBE/WBE BUDGET - DETAIL**

<b>Program Component</b>	<b>Construction Budget</b>	<b>MBE / WBE Budget</b>
<i>Notes:</i>		
<i>* The Following are excluded from the MBE/WBE budget based on limited availability of MBE/WBE contractors to perform the work.</i>		
<i>Item/Reason for Exclusion</i>		
<i>Medical Gas System in the amount of \$10,222,000</i>		
<i>The Medical Gas System provides critical gasses for surgical procedures, recuperative care, and ongoing treatment of certain aspects of diseases. In order to ensure quality, the package will not be broken into small enough pieces to attract qualified MBE/WBE contractors.</i>		
<i>Major HVAC &amp; Electrical Equipment in the amount of \$12,300,000</i>		
<i>Equipment is critical to the functionality of the facility, and will likely be purchased directly from the manufacturer. There are no known MBE/WBE manufacturers of this equipment</i>		
Enabling Projects:	\$ 9,666,000	\$ 9,666,000
Phase I	\$ 101,631,000	\$ 101,631,000
Phase II	\$ 345,712,000	\$ 324,901,000
<b>Work Outside Project Area</b>	<b>\$ 457,009,000</b>	<b>\$ 436,198,000</b>
Phase III	\$ 101,390,000	\$ 99,679,000
Phase IV	\$ 6,478,000	\$ 6,478,000
<b>Work Inside Project Area</b>	<b>\$ 107,868,000</b>	<b>\$ 106,157,000</b>
<b>Total Hard Construction Costs</b>	<b>\$ 564,877,000</b>	<b>\$ 542,355,000</b>