Thefollowing disclosure isprovidedfor informationalpurposesonly on a voluntary basis
by Loyola Universityofof

any period after the initial 10 year termof the Academic Affiliation Agreement. The specific terms and conditionsof the University'sright to repurchase the Health System and its affiliates are set forth in the Defmitive Agreement and the Academic Affiliation Agreement.

In addition to the Research Facility Funding Agreement and the Academic Affiliation
Agreement referred to above, other closing documents for the Trinity Transaction will include a Fundraising and Gift Acceptance Agreement among the University, the Health System and/or LUMC regarding fundraising and the acceptance of gifts; a Payroll Services Agreement among the University, the Health System and/or LUMC regarding the payment of salariesof the facu1ty
of the University who are also employed physicians of LUMC; a Branding and Trademark License Agreement among the University, Trinity, the Health System, LUMC and certain of the
other healthcare affiliates regarding the use ofthe Loyola name, logo, trademarks, service marks, and all related goodwill in connection with their healthcare operations; an Indenmification Escrow Agreement; a Shared Services Agreement among the University, the Health System and/or LUMC regarding sharing certain services; and various leases and other real estate agreements among the University, the Health System and/or LUMC providing for the sharing or transfer of certain real estate on the Medical Center Campus; and other instruments and documents. Conditions to closing include successful completion of due diligence by both parties, receipt of regu1atory/lender approvals, and approval in June by the University Board and the Trinity Board. The Illinois Health Facilities and Services Review Board granted a Certificate of Exemptionfor the Trinity Transaction on May, 10, 2011, and early terminationof the 30-day Hart-Scott-Rodino preacquistion waiting period was granted by the Federal Trade Commission on May 19,2011.