

Constantino, Mike

From: Green, Edward [EGreen@foley.com]
Sent: Tuesday, May 03, 2011 10:51 PM
To: Constantino, Mike
Cc: Green, Edward
Subject: FW: Trinity Health Corporation - Loyola University Health System, Project Nos. E-003-11, E-004-11, E-005-11, and E-006-11
Attachments: Trinity Schedules.pdf

<<Trinity Schedules.pdf>>

Mike:

Please see the attached relative to the above-referenced transaction.

Best regards,

Ed

Edward J. Green, JD, MBA
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Regulated Industries Department
Foley & Lardner LLP
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May 3, 2011

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CLIENT/MATTER NUMBER
048544-0201

Mr. Michael Constantino
Supervisor, Project Review Section
Illinois Health Facilities and Services
Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761-0001

Re: Trinity Health Corporation – Loyola University Health System
Project Numbers: E-003-11, E-004-11, E-005-11, E-006-11

Dear Mike:

As you know, we are counsel to Trinity Health Corporation (“Trinity”). As you also know, we filed four Certificate of Exemption Applications (the “COE Applications”) in early March relating to the proposed transaction (the “Transaction”) between Trinity and Loyola University of Chicago (the “University”), whereby Trinity will replace the University as the sole member of Loyola University Health System. I am now attaching the following draft Schedules to the Definitive Agreement for the Transaction:

Schedule 10.3 (Validity)
Schedule 10.7 (Compliance With Law, Licenses and Accreditation)
Schedule 10.7.1 (Licenses, Permits, Certificates and Accreditations)
Schedule 10.8 (LUHS Entities)
Schedule 10.9 (Title to Properties)
Schedule 10.10 (Permitted Encumbrances)
Schedule 10.11.1 (LUHS Leases)
Schedule 10.11.2 (Lessees, Tenants at Sufferance and Trespassers)
Schedule 10.11.3 (Suits, Petitions, Notices and Proceedings Regarding LUHS Leases)
Schedule 10.12.1 (Taxes)
Schedule 10.13 (Material Contracts)
Schedule 10.16 (Government Regulations)
Schedule 10.17 (Cost Reports)
Schedule 10.19 (Labor and Employment Matters)
Schedule 10.20 (Employee Benefit Plans)
Schedule 10.20.1 (Employee Benefit Plans)
Schedule 10.20.2 (Employee Benefit Plans (cont'd))

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Mr. Michael Constantino

May 3, 2011

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- Schedule 10.20.3 (Employee Benefit Plans (cont'd))
- Schedule 10.20.4 (Employee Benefit Plans (cont'd))
- Schedule 10.20.5 (Employee Benefit Plans (cont'd))
- Schedule 10.20.6 (Employee Benefit Plans (cont'd))
- Schedule 10.20.7 (Employee Benefit Plans (cont'd))
- Schedule 10.20.8 (Employee Benefit Plans (cont'd))
- Schedule 10.20.9 (Employee Benefit Plans (cont'd))
- Schedule 10.20.10 (Employee Benefit Plans (cont'd))
- Schedule 10.20.11 (Employee Benefit Plans (cont'd))
- Schedule 10.20.12 (Employee Benefit Plans (cont'd))
- Schedule 10.21 (Hill-Burton Loan)
- Schedule 10.22 (Environmental Liabilities and Issues)
- Schedule 10.23 (Insider Interests)
- Schedule 10.25 (Interim Changes)
- Schedule 10.26 (Indebtedness)
- Schedule 10.27 (Intellectual Property)
- Schedule 13.2.1 (Employment Agreements)

Please feel free to contact me if you have any questions.

Sincerely,

Edward J. Green

EJG:sxc
Enclosures

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Schedule 10.3
Validity

The execution and the delivery of the Definitive Agreement has been authorized by the LUC Board of Trustees. However, the ancillary agreements to be executed as part of the Definitive Agreement require the approval of the LUC Board of Trustees. Additional disclosures as set forth in the confidential, attorney-client privileged communication among generals counsel.

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Schedule 10.7
Compliance With Law, Licenses and Accreditation

LUMC received a notice from the State of Illinois that the hydrotherapy pool at the Burr Ridge ambulatory site is not in compliance with state permitting procedures.

LUMC recently received Administrative Complaints from the Cook County Department of Building and Zoning relating to minor maintenance issues involving five elevators on campus. Those matters are being addressed.

Gottlieb: none

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Schedule 10.7.1
Licenses, Permits, Certificates and Accreditations

Each of LUHS or the LUHS Entities has the lawful authority and all material, state, federal, special or local governmental authorizations, licenses or permits required to conduct their respective business as such businesses are presently being conducted and to use their properties and the premises occupied by it.

Exceptions Identified To Date:

Licenses, permits, certificates, accreditations and authorizations, including but not limited to those granted or derived from governmental sources, that are applicable to LUHS and each of the LUHS Entities, but have not been obtained or have otherwise been suspended or revoked, or have expired without appropriate renewal.

Loyola University Medical Center

- Licenses
 - Business
 - Cook County (Campus Facilities) – New Application Pending
 - City of Darien (Darien Site) – Expired Re-Application Pending
 - Village of Maywood (Rehab Facility) – Expired Re-Application Pending
 - Village of Westchester (FCO) – New Application Pending
- Certificates
 - CLIA
 - Certificate of Waiver (Burr Ridge Site) – New Application Pending
 - US DOJ – DEA
 - Controlled Substance Registration (Hickory Hills) - Expired
- Permits
 - Passenger Elevators
 - Cook County – Elevators #1-#70 (Maywood) - Inspections performed – Permits Pending
 - Pool
 - State of Illinois – LUMC received a notice that the hydrotherapy pool at the Burr Ridge ambulatory site is not in compliance with state permitting procedures
 - Liquor
 - State of Illinois – Maywood – Permit to purchase alcohol on an exempt basis for non-beverage use

- Registration
 - Business
 - City of Oak Brook Terrace (OBT North 1 S. 260 Site) – Registration Pending
 - City of Oak Brook Terrace (OBT North 1 S. 224 – Registration Pending
 - City of Oak Brook Terrace (OBT South Site) – Registration Pending
- Accreditations
 - College of American Pathologists
 - MWCC Oncology Laboratory – Waiting for initial inspection
 - Loyola Wheaton Oncology Laboratory - Waiting for initial inspection

Gottlieb Memorial Hospital

- Accreditations
 - Joint Commission
 - Main Lab – Pending inspection results
 - Ancillary Lab Sites - Pending inspection results

True and correct copies of all applicable licenses, permits, certificates, and authorizations as well as the most recent fire, safety and other inspection reports relating to the activities of LUHS and the LUHS entities have been provided.

To our knowledge, there are no pending or threatened actions, notices, or proceedings by any state, federal, special or local government, or any subdivision thereof, or party, public or private group which would have a Material Adverse Effect on the operation or prospects of such businesses.

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Schedule 10.8
LUHS Entities

Loyola University of Chicago (LUC) is the sole member of Loyola University Health System (LUHS)

LUHS is the sole member of Loyola University Medical Center (LUMC)

LUHS is the sole member of Gottlieb Memorial Hospital (GMH)

Loyola University Chicago Insurance Company (LUCIC) (a Cayman corporation)

Loyola Ambulatory Center, an Illinois LLC

Gottlieb Community Health Services Corporation, an Illinois Not for Profit Corporation

Gottlieb Management Services, Inc., an Illinois Corporation

GMH is a 50% shareholder in Gottlieb West Towns PHO.

GMH owns 10,204 shares of Common Stock in Premier, Inc., a Delaware Corporation.

GMH owns .0772% of Premier Purchasing Partners, L.P., a California limited partnership.

LUMC owns 1/113th interest in the University HealthSystem Consortium cooperative, a not-for-profit corporation. This interest entitles LUMC to receive 1/113th of certain UHC profits (patronage payments), and LUMC is also entitled to receive certain administrative fee refunds based on LUMC's purchases (~67% of LUMC's administrative fees collected through Novation, UHC's contracting corporation for group purchasing services).

LUMC joints ventures: See attachment.

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Schedule 10.9
Title to Properties

The list of LUHS System Real Property is attached. The only applicable exceptions are those listed on the attached Title Commitments. Two such Title Commitments are pending and related to the Gottlieb campus property.

The list of Transferred Assets exceptions is also attached.

Easement granted to Nicor Gas Company at 2160 S. First Avenue, Maywood, IL 60153.

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Schedule 10.10
Permitted Encumbrances

None. For list of permitted encumbrances, see Schedule 10.9.

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Schedule 10.11.1
LUHS Leases

The list of LUHS Leases is attached. There are no applicable exceptions to be disclosed (except, please see the footnote on page 6). LUC and LUMC entered into certain leases regarding property owned by one entity and leased to the other on the Maywood Campus. The leases were entered into in 1995 and had a 10-year term that expired in 2005. The parties agree that, although the leases have expired, the parties are each holdover tenants under the leases. Those leases are referenced in the attached.

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Schedule 10.11.2
Lessees, Tenants at Sufferance and Trespassers

LUMC:

- See attachments.
- Pursuant to an expired written sharing agreement, LUMC occupies 200 surface parking spaces in a gravel parking lot located on the Hines campus.
- LUMC's emergency department occupies the first floor of LUC's EMS building.
- LUMC's parking deck A was built on LUC land.
- An optical shop occupies approximately 300 square feet in LUMC's Outpatient Center for the benefit of LUMC patients and employees.

Gottlieb entities:

None.

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Schedule 10.11.3
Suits, Petitions, Notices and Proceedings Regarding LUHS Leases

LUMC received a notice from the State of Illinois that the hydrotherapy pool at the Burr Ridge ambulatory site is not in compliance with state permitting procedures.

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Schedule 10.12.1
Taxes

LUMC parking tax appeal for the months of December 2008 through August 2009 pending with
County of Cook.

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Schedule 10.13
Material Contracts

Schedule as of April 29, 2011 attached.

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Schedule 10.16
Government Regulations

Disclosures set forth in confidential, attorney-client privileged communication between counsel.

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Schedule 10.17
Cost Reports

Medicare and Medicaid Cost Reports – Filed When Due:
All.

Disputes between LUHS Entities and any governmental authorities or the Medicare fiscal intermediary regarding cost reports:

LUMC:

Reopenings:

1. Additional Eligible Medicaid Days
2. IME/GME FTE Cap Adjustment
3. Medicare Advantage Bad Debt
4. IME – Medicare Advantage DRG amounts
5. GME – Medicare Advantage Days
6. Transplant Management Group
7. Medicare & Crossover Bad Debt

PRRB Appeals (Individual and Group):

1. Rural Floor/ Budget Neutrality Group Appeal
2. MCHC Chicago MSA HWI Issue (Paid Lunch Hour) Group Appeal
3. MCHC Medicare DSH-SSI Days Proxy Group Appeal
4. LUMC Individual Appeal (PRRB Case No. 10-0520) (SSI Percentage, Dual Eligible Days, Medicaid Eligible Days and Inpatient Rehab LIP Payments)
5. MCHC Pension and Post Retirement Benefits Adjustments Group Appeal (Hospital Wage Index for FFY 2011)

GMH:

Reopenings:

1. None

PRRB Appeals (Individual and Group):

1. Rural Floor/ Budget Neutrality Group Appeal

2. MCHC Chicago MSA HWI Issue (Paid Lunch Hour) Group Appeal

Other:

1. For FY 07 and FY 08, GMH filed for DSH status after receiving a tentative settlement (these years are pending with the FI until SSI percentages are published).

None of the LUHS Entities is subject to any pending, but unassessed, Medicare or Medicaid claim payment adjustments, except to the extent the LUHS Entity has established adequate reserves for such adjustments.

The LUHS Entities are not aware of any unassessed claim payment adjustments.

With regard to the System Financial Statements as described in Section 10.4 herein, the net patient accounts receivable reflect fairly the amounts expected to be received from all third party payers, including Medicare and Medicaid.

Yes.

Liability for Overpayments:

Given the size of our health system and the volume of claims that the LUHS Entities submit to Medicare and Medicaid, incorrect payments may be made. The LUHS Entities have systems in place to detect incorrect payments and to repay such payments when detected.

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Schedule 10.19
Labor and Employment Matters

Part 1:

- (i) LUMC: none
GMH: none
- (ii) LUMC: none provided
GMH: none
- (iii) LUMC: See the attached list
GMH: See the attached list

Part 2:

- (i) LUMC: See the attached list
GMH: See the attached list
- (ii) LUMC: none
GMH: none
- (iii) LUMC: none
GMH: none
- (iv) LUMC: none
GMH: none
- (v) LUMC: none
GMH: none
- (vi) LUMC: See the attached list
GMH: See the attached list

Additional disclosures as set forth in confidential, attorney-client privileged communication among counsel.

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Schedule 10.20
Employee Benefit Plans

The Loyola University Employees Retirement Plan (LUERP) is an LUC Employee Benefit Plan under which LUMC has a present or future liability as a participating employer, and under which LUHS and the LUHS entities may have a future liability as a result of being an ERISA Affiliate of LUC and LUMC.

The Loyola University of Chicago Defined Contribution Retirement Plan (DCRP) is an LUC Employee Benefit Plan that was contributed to by LUMC at any time during the past six years as a participating employer.

LUC's responses under Section 10.20 through 10.20.12 are provided for LUERP and the DCRP, given how the term "Employee Benefit Plans" has been limited by 10.20 above. While LUC has other plans that are subject to the controlled group rules (e.g., welfare plans subject to COBRA), LUC's understanding is that the term "Employee Benefit Plans" does not apply to any other LUC benefits, because LUHS or the LUHS entities do not have any present or future liability thereunder as a result of being an ERISA Affiliate.

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Schedule 10.20.1
Employee Benefit Plans

Given how the term "Employee Benefit Plans" has been limited by 10.20 above, the list of LUC Employee Benefit Plans is:

1. The Loyola University Employees Retirement Plan (LUERP) is an LUC Employee Benefit Plan under which LUMC has a present or future liability as a participating employer, and under which LUHS and the LUHS entities may have a future liability as a result of being an ERISA Affiliate of LUC and LUMC.
2. The Loyola University of Chicago Defined Contribution Retirement Plan (DCRP) is an LUC Employee Benefit Plan that was contributed to by LUMC at any time during the past six years as a participating employer.

During due diligence, LUC will provide the following documents for LUERP:

1. Plan documents
2. The Trust Agreement with Northern Trust
3. Three most recent 5500 annual reports and audited financial statements
4. Three most recent actuarial reports (annual valuation and non-discrimination) reports
5. Current Summary Plan Description
6. There are no material notices or communications for LUERP, other than those below
7. The most recent IRS determination letter for LUER P
8. DOL letter from 2008
9. Three most recent Form PBGC-1

During due diligence, LUC will provide the following documents for the DCRP:

1. Plan documents
2. custodial, recordkeeping and other agreements
3. Three most recent 5500 annual reports
4. Three most recent actuarial reports (non-discrimination) reports. There are no other actuarial reports required for a 403(b) defined contribution retirement plan such as the DCRP.
5. Current Summary Plan Description is unavailable at this time
6. There are no material notices or communications for DCRP
7. No IRS determination letters are required for a 403(b) defined contribution plan such as the DCRP at this time.
8. IRS August 11, 2009 "no change" letter following a plan audit
9. No Form PBGC-1 is required for a 403(b) defined contribution plan such as the DCRP at this time

LUHS: See attached list.

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Schedule 10.20.2
Employee Benefit Plans (cont'd)

Disclosures set forth in confidential, attorney-client privileged communication between counsel.

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Schedule 10.20.3
Employee Benefit Plans (cont'd)

LUC: no additional exceptions, other than amendments to the LUC DCRP which is noted above

LUHS: None.

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Schedule 10.20.4
Employee Benefit Plans (cont'd)

LUC: None of LUMC (as a participating employer), LUHS or any LUHS entity, have any authority or reserved rights to modify, amend or terminate LUERP or the DCRP, because none is the Plan Sponsor of LUERP or the DCRP.

LUHS: Subject to LUC's reserved powers, none.

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Schedule 10.20.5
Employee Benefit Plans (cont'd)

LUC: no additional exceptions, other than LUERP and LUMCERP, which are already noted above.

GMH and LUMC fund their self-funded employee health benefit plans through a multiple employer benefit trust administered by the Metropolitan Chicago Healthcare Council (MCHC).

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Schedule 10.20.6
Employee Benefit Plans (cont'd)

LUC: During due diligence, LUC will provide the 2010 AFTAP certification from LUERP actuaries. LUMC sponsors the Loyola University Medical Center Employees Retirement Plan ("LUMC-ERP"), a defined benefit pension plan that it maintains as a church plan pursuant to a private letter ruling from the Internal Revenue Service (the "Ruling"). LUMC conducted the analysis of whether LUMC-ERP meets the requirements for a church plan under the Code and ERISA and applied for and obtained the Ruling on its own without assistance from LUC. Because LUMC-ERP has been maintained as a church plan, it has not been funded in accordance with current Code or ERISA funding requirements. Instead, LUC's understanding is that LUMC has maintained LUMC-ERP under the funding requirements applicable to church plans (i.e., the funding requirements as contained in the Code prior to the enactment of ERISA).

LUHS: None.

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Schedule 10.20.7
Employee Benefit Plans (cont'd)

None.

DRAFT

Schedule 10.20.8
Employee Benefit Plans (cont'd)

None

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Schedule 10.20.9
Employee Benefit Plans (cont'd)

LUC: Disclosures as set forth in the confidential, attorney-client privileged disclosure among counsel.

With the exception of executive agreements, and those persons currently receiving severance benefits pursuant to a written agreement, none.

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Schedule 10.20.10
Employee Benefit Plans (cont'd)

LUC: no exceptions

LUHS: Disclosures set forth in confidential, attorney-client privileged communication among counsel.

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Schedule 10.20.11
Employee Benefit Plans (cont'd)

LUC: Disclosures as set forth in the confidential, attorney-client privileged disclosure among counsel.

LUHS: With the exception of executive agreements, none.

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Schedule 10.20.12
Employee Benefit Plans (cont'd)

LUC: Disclosures as set forth in the confidential, attorney-client privileged disclosure among counsel.

LUHS: None.

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Schedule 10.21
Hill-Burton Loan

None.

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Schedule 10.22
Environmental Liabilities and Issues

No real property owned by LUC is included in the Transferred Assets, so no real property owned by LUC is included in the definition of System Real Property. LUC does not control the real property, property or assets owned by LUHS or the LUHS entities which constitute System Real Property. Accordingly, LUC has no knowledge about the matters addressed in Section 10.22(1) of the Definitive Agreement, including matters with respect to LUHS, the LUHS Entities, the LUHS System, or concerning System Real Property, or any improvements thereon.

No real property owned by LUC is included in the Transferred Assets, so no real property owned by LUC is included in the definition of System Real Property. LUC does not control the real property, property or assets owned by LUHS or the LUHS entities which constitute System Real Property. LUC does not own or control "LUHS System assets" as that term is described in Section 2.2 of the Definitive Agreement. Accordingly, LUC has no knowledge about the matters addressed in Section 10.22(2) of the Definitive Agreement, including matters with respect to LUHS, the LUHS Entities, the LUHS System, or concerning LUHS System assets or System Real Property.

No real property owned by LUC is included in the Transferred Assets, so no real property owned by LUC is included in the definition of System Real Property. LUC does not control the real property, property or assets owned by LUHS or the LUHS entities which constitute System Real Property. LUC does not own or control "LUHS System assets" as that term is described in Section 2.2 of the Definitive Agreement. Accordingly, LUC has no knowledge about the matters addressed in Section 10.22(3) of the Definitive Agreement, including matters with respect to LUHS, the LUHS Entities, the LUHS System, or concerning LUHS System assets or System Real Property.

No real property owned by LUC is included in the Transferred Assets, so no real property owned by LUC is included in the definition of System Real Property. LUC does not control the real property, property or assets owned by LUHS or the LUHS entities which constitute System Real Property. Accordingly, other than information about the System Real Property prior to the 1995 transfer to LUMC that will be provided as a part of due diligence, LUC has no information in its possession about the environmental history of the System Real Property subsequent to the 1995 transfer to LUMC and no knowledge about the matters addressed in item Section 10.22(4) of the Definitive Agreement, including matters with respect to the System Real Property subsequent to the 1995 transfer to LUMC. However, LUHS has provided an environmental disclosure document for transfer of real property, document number 91644503, recorded on December 9, 1991 in Cook County, Illinois, which includes a description of the Schiller Park property owned by Gottlieb Community Health Services.

No real property owned by LUC is included in the Transferred Assets, so no real property owned by LUC is included in the definition of System Real Property. LUC does not control the real property, property or assets owned by LUHS or the LUHS entities which constitute System Real Property. Accordingly, other than information that may be disclosed in the title commitments that LUC has furnished to Trinity, LUC has no knowledge about the matters addressed in Section 10.22(5) of the Definitive Agreement, including encumbrances or other matters with respect to System Real Property.

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Schedule 10.23
Insider Interests

Gottlieb Memorial Hospital:

Drs. Couret & Yokana

Dr. Richard Finegold

Dr. Charles Johnson

Dr. Ramon Pla

Dr. Ramon Pla

Mr. Will Toperoff

Dr. Myriam Yokana

Disclosures set forth in confidential, attorney-client privileged communication among counsel.

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Schedule 10.25
Interim Changes

Disclosures set forth in confidential, attorney-client privileged communication among counsel.

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Schedule 10.26
Indebtedness

See attachment.

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Schedule 10.27
Intellectual Property

- A. LUC material patents are listed on the attached spreadsheet. "Material" is defined in the Definitive Agreement as a threshold of Seven Hundred Fifty Thousand Dollars (\$750,000). Accordingly, LUC may own or have rights to additional patents which are currently valued below this amount and therefore are not subject to specific disclosure on this schedule.
- B. A list of LUC's material trademarks, trade names, business names, service marks, and logos (collectively "LUC Marks"), including graphics guidelines depicting logos that constitute LUC Marks, follows. "Material" is defined in the Definitive Agreement as a threshold of Seven Hundred Fifty Thousand Dollars (\$750,000). Accordingly, LUC may own or have rights to additional LUC Marks which are currently valued below this amount and therefore are not subject to specific disclosure on this Schedule.
1. Loyola University Medical Center Wordmark

Class 44:
U.S. Application #78/327,291 11/13/03
U.S. Registration #2,954,865 5/24/05
 2. Loyola University Health System Wordmark

Class 44:
U.S. Application #78/327,298 11/13/03
U.S. Registration #2,954,866 5/24/05
 3. Loyola Medicine Wordmark

Class 44:
U.S. Application #85/014,171 filed by LUHS 4/14/10
U.S. Registration #3,910,470 issued to LUC 1/25/11
Assigned by LUHS to LUC on 7/8/10.
 4. Preparing people to lead extraordinary lives

Class 41:
U.S. Application #78/392,451 3/29/04
U.S. Registration #3,184,439 12/12/06

5. Loyola Wordmark:

LOYOLA

UNIVERSITY CHICAGO

Class 25:

U.S. Application #78/327,234 11/13/03

U.S. Registration #2,903,480 11/16/04

Class 28:

U.S. Application #78/327,286 11/13/03

U.S. Registration #3,044,428 1/17/06

Class 41:

U.S. Application #78/327,252 11/13/03

U.S. Registration #2,903,481 11/16/04

6. Loyola Shield including wolves and kettle:



Class 41:

U.S. Application #74/068,239 6/12/90

U.S. Registration #1,643,970 5/7/91

Renewal Notice of Acceptance 12/2/10

3-color

BW

2-color



Preparing people to lead extraordinary lives



Preparing people to lead extraordinary lives



Preparing people to lead extraordinary lives

Class 14:

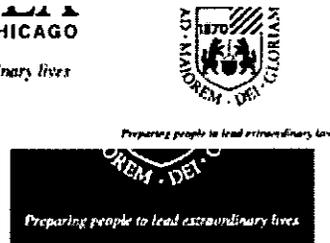
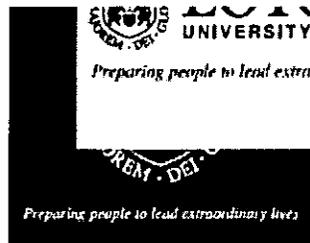
U.S. Application #78/327,199 11/13/03
U.S. Registration #3,005,677 10/11/05

Class 16:
U.S. Application #78/327,210 11/13/03
U.S. Registration #3,007,281 10/18/05

Class 25:
U.S. Application #78/327,190 11/13/03
U.S. Registration #3,005,676 10/11/05

Class 41:
U.S. Application #85/154,856 10/18/10 (pending)

(Promise line also trademarked separately – See #4, above.)



7. Ramblers Word Mark

Class 25:
U.S. Application #78/327,189 11/13/03
U.S. Registration #2,903,478 11/16/04

Class 28:
U.S. Application #78/327,286 11/13/03
U.S. Registration #3,044,428 1/17/06

Class 41:
U.S. Application #78/327,274 11/13/03
U.S. Registration #2,895,935 10/19/04

8. Wolf Head and Rambler Athletic Logo:



Class 25:

U.S. Application #78/327,315 11/13/03

U.S. Registration #2,936,180 3/29/05

Class 41:

U.S. Application #78/327,245 11/13/03

U.S. Registration #2,939,840 4/12/05



(Variation under discussion)

9. University Shield:



10. Wolf Paw:



Class 25:

U.S. Application #78/326,888 11/12/03

U.S. Registration #2,937,884 4/5/05

4-color

LUMA

LOYOLA UNIVERSITY MUSEUM of ART

BW

LUMA

LOYOLA UNIVERSITY MUSEUM of ART

11. LUMA/Loyola University Museum of Art:

12. Cuneo Mansion and Gardens:



MANSION AND GARDENS



MANSION AND GARDENS

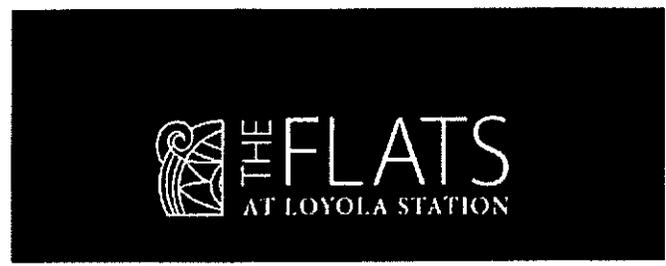
13. Mini-MBA Service Mark

14. Loyola Limited:

LOYOLA LIMITED
Loyola University Chicago Undergraduate Student Enterprises



15. The Flats at Loyola Station



16. Loyola Property Management

17. Chainlinks

18. Felice's

19. Partner Campaign:

PARTNER



The CAMPAIGN FOR
THE FUTURE OF LOYOLA

PARTNER



The CAMPAIGN FOR
THE FUTURE OF LOYOLA

20. Art Illuminating the Spirit

21. Loyola Station

22. John Felice Rome Center

23. SSOM/Stitch School of Medicine

24. SON/Marcella Niehoff School of Nursing

25. The Morgan at Loyola Station

26. LUREC/Loyola University Retreat and Ecology Campus

27. Loyola University School of Law

28. Ignation

29. Inside Loyola

30. Loyola Magazine

31. The Loyola Phoenix

32. Cadence Magazine

From time to time, LUC has offered naming rights for buildings and parts of buildings and has been authorized to use the name of a particular individual for that purpose.

Rights and licenses in material patents granted by LUC to third parties are noted on the attached spreadsheet.

A license to certain LUC Marks was granted by LUC to LUHS, LUMC, West Suburban Hospital Medical Center, Brickyard Immediate Care Center, and William-Lake Services, Inc. under the terms of the Trademark License Agreement dated May 24, 1996 (the "Trademark License Agreement"). The Trademark License Agreement was amended to terminate as to West Suburban Hospital Medical Center, Brickyard Immediate Care Center, and William-Lake Services, Inc. under the terms of a Disaffiliation Agreement dated March 5, 1999, which became effective June 29, 1999. As of the Closing Date, LUC, as licensor, will be entering into a Branding and Trademark License Agreement with Trinity, LUHS and the LUHS Entities, as licensees. In addition, LUC routinely grants licenses to use LUC Marks to (i) third parties who provide services to or on behalf of LUC or to LUC students, (ii) LUC's licensing agent for merchandising and promotional use, and (iii) sponsors for promotional use, etc.

All LUC Marks have been registered with the US Patent and Trademark Office (USPTO) by the University, with the exception of "Loyola Health", which has only recently been used as an alternative URL for the LUMC website and referred to in certain Crain's Chicago articles.

LUHS has appropriately registered its tagline, "We Also Treat the Human Spirit" with the USPTO.

None of the Gottlieb marks (GMH, GCHS, etc.) nor the logo attached have been registered with the USPTO. There are 22 other marks containing the name "Gottlieb" that have been registered with the USPTO, only 4 of which are live, and none of which relate to the provision of health care services.

To the best of our knowledge, and per the Office of Development and External Affairs, we are not aware of any unauthorized use of any of the LUC Marks, nor have we extended to third parties the use of the LUC Marks.

With respect to the Gottlieb entities, senior management is unaware of any unauthorized use of the Gottlieb name or logo. There are no known third parties that have asserted any claims for Gottlieb's misuse of the intellectual property of others.

It should be noted that Gottlieb senior management is aware that there are physicians on the Gottlieb medical staff who use the Gottlieb name. For example, the Gottlieb Eye Center, is located on the Gottlieb campus, but it not legally affiliated with the hospital with the exception of leasing office space. The hospital anesthesia group also utilizes the Gottlieb name. A search of the Secretary of State database reveals "Gottlieb Midwest Anesthesiologists, LLC" as a registered Illinois corporation.

There are no agreements permitting the use of the Gottlieb name by the above practice groups, nor has a request been made for permission to do so.

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Schedule 13.2.1
Employment Agreements

Disclosures set forth in confidential, attorney-client privileged communication between counsel.