

MODIFICATION TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND ALMOST HOME
KIDS PROJECT NUMBER CD21-08

THIS MODIFICATION TO AGREEMENT is entered into this 11th day of August, 2026 by and between the COUNTY OF DU PAGE, a body corporate and politic of the State of Illinois, having its principal offices at 421 N. County Farm Road, Wheaton, Illinois 60187, (hereinafter called "COUNTY") and ALMOST HOME KIDS, an Illinois not-for-profit corporation, having a principal place of business at 7S721 Route 53, Naperville, IL 60540 (hereinafter "AHK" or "SUBGRANTEE") and ANN & ROBERT H. LURIE CHILDREN'S HOSPITAL OF CHICAGO, an Illinois not-for-profit corporation, having a principal place of business at 225 E. Chicago Avenue, Chicago, IL 60611 (hereinafter "Lurie Children's" or "SUBGRANTEE BY ASSUMPTION").

RECITALS

WHEREAS, on September 14, 2021, the COUNTY and AHK entered into an Agreement for the purpose of providing Community Development Block Grant (CDBG) Program funding in the amount of \$351,275.00 for Project CD21-08, pursuant to County Board Resolution HHS-R-0086-21, funding was secured by a mortgage recorded against the property as document number R2021-173104, further modified by a Mortgage Modification Agreement recorded against the property as document number R2022-107424 to reduce the CDBG Program funding to \$246,925.42; and

WHEREAS, on June 9, 2026, the SUBGRANTEE entered into a Merger Agreement with Lurie Children's, which outlines that SUBGRANTEE agrees to convey transfer, and assign to Lurie Children's, by appropriate deeds, bills of sale, and other instruments, all of its assets, properties, rights, privileges, immunities, and powers, and all restrictions, obligations, duties, debts and liabilities of SUBGRANTEE shall be the restrictions, obligations, duties, debts and liabilities of Lurie Children's, a true copy of which is attached hereto as Exhibit "A"; and

WHEREAS, under the terms of the Merger Agreement, Lurie Children's agrees to assume that portion of the SUBGRANTEES rights and obligations equal to the outstanding principal balance in the amount of TWO HUNDRED FOURTY SIX THOUSAND NINE HUNDRED TWENTY FIVE AND 42/100 DOLLARS (\$246,925.42) under the Community Development Block Grant Agreements as of the date of this Modification to Agreement, thereby becoming a SUBGRANTEE BY ASSUMPTION relative to the COUNTY; and

WHEREAS, in order to induce the COUNTY to approve Lurie Children's as the SUBGRANTEE BY ASSUMPTION, Lurie Children's has agreed with the COUNTY to execute a Consent to Assumption Agreement and a Mortgage Assumption Agreement in the principal amount equal to the existing liens recorded against 7S721 Route 53, Naperville, IL 60540, both of which shall be in a form acceptable to the COUNTY; and

WHEREAS, the COUNTY, having reviewed and approved the conditions for the proposed transfer hereinabove described, has approved SUBGRANTEE'S and Lurie Children's request that Lurie Children's become SUBGRANTEE BY ASSUMPTION, subject to terms set

forth below.

NOW THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the Parties do hereby mutually covenant, promise and agree as follows:

1. **Assumption.** Lurie Children's shall execute the Consent to Assumption Agreement and a Mortgage Assumption Agreement to evidence Lurie Children's rights and obligations with respect to the existing Notes and Mortgages. The CDBG Agreement shall be modified by this Modification to CDBG Program Agreement so that Lurie Children's shall assume all responsibilities and obligations under the Agreements thereby becoming SUBGRANTEE BY ASSUMPTION and a borrower under the existing Notes and Mortgages relative to the COUNTY. At such time, upon execution by Lurie Children's and delivery to the COUNTY of the Consent to Assumption Agreement and Mortgage Assumption Agreement, the COUNTY shall hereby release SUBGRANTEE and its partners and agents and successors and assigns from any and all obligations to the COUNTY theretofore accrued or thereafter accruing under the Notes and Mortgages, including without limitation any and all obligations for repayment of accrued interest and/or principal due and payable to the COUNTY from time to time under the Notes and Mortgages.
2. **Miscellaneous.**
 - a. **Project Identification.** Lurie Children's agrees that the Projects shall continue to be identified as CDC Agreement Number CD21-08.
 - b. **No Assignment.** This "Modification to CDBG Program Agreement" may not be assigned without prior written consent of the COUNTY.
 - c. **No Amendments.** This "Modification to CDBG Program Agreement" may not be amended except by written agreement of the COUNTY and Lurie Children's, the SUBGRANTEE BY ASSUMPTION.
 - d. **Effective Date.** This "Modification to CDBG Program Agreement" shall become effective on the latest date that it is signed by the COUNTY, the current SUBGRANTEE and Lurie Children's, the future SUBGRANTEE BY ASSUMPTION, by their duly authorized representatives.
 - e. **Termination.** This "Modification to CDBG Program Agreement" shall become null and void and of no effect in the event the appropriate Articles of Merger are not filed with the State of Illinois and a copy thereof recorded with the DuPage County Recorder.
 - f. **Governing Law.** This "Modification to CDBG Program Agreement" shall be governed by the laws of the State of Illinois without reference to conflict of laws principles both as to interpretation and performance.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

SUBGRANTEE:

ALMOST HOME KIDS,
a not-for-profit corporation, State of Illinois

By: _____
David Kruger, RN, DNP
President & Executive Director

Date: _____

Attest: _____

COUNTY:

COUNTY OF DU PAGE,
a body politic in the State of Illinois

By: _____
Deborah A. Conroy, Chair
DuPage County Board

Date: _____

Attest: _____
Jean Kaczmarek
DuPage County Clerk

SUBGRANTEE BY ASSUMPTION:

ANN & ROBERT H. LURIE CHILDREN'S HOSPITAL
OF CHICAGO,
a not-for-profit corporation, State of Illinois

By: _____
Thomas P. Shanley, MD
President & Chief Executive Officer

Date: _____

Attest: _____

Exhibit A Merger Agreement

Docusign Envelope ID: 368257AA-9046-87EE-81E1-DFC40FF41D75

EXECUTION VERSION

MERGER AGREEMENT

THIS MERGER AGREEMENT (“**Agreement**”) is made and entered into this 9th day of June, 2026 (the “**Execution Date**”), by and among Children’s Hospital of Chicago Medical Center (the “**Medical Center**”), Ann & Robert H. Lurie Children’s Hospital of Chicago (“**Lurie Children’s**”), and Almost Home Kids (“**AHK**”), each an Illinois not-for-profit corporation. The Medical Center, Lurie Children’s, and AHK are collectively referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Medical Center is an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended (the “**Code**”) and the sole corporate member of Lurie Children’s and AHK;

WHEREAS, Lurie Children’s is an organization exempt from federal income tax under Section 501(c)(3) of the Code whose mission includes improving access to high quality and complex pediatric care and improving the health of the pediatric population in communities it serves;

WHEREAS, AHK is an organization exempt from federal income tax under Section 501(c)(3) of the Code that operates licensed Children’s Community Based Health Care Centers in Chicago and Naperville in accordance with the Illinois Alternative Health Care Delivery Act (the “**AHK Licensed Services**”), which provide a bridge from hospital to home for children with medical complexities, while also providing respite care when needed for such children in a home-like setting;

WHEREAS, the Parties entered into that certain Agreement and Plan of Reorganization effective September 1, 2025 (the “**Agreement and Plan of Reorganization**”), whereby all operations of AHK, including the AHK Licensed Services would be moved under the oversight of a new operating division of Lurie Children’s (the “**AHK Operating Division**”);

WHEREAS, in order to carry out the intent and purposes of the Agreement and Plan of Reorganization, the Parties intend to effect a merger of AHK with and into Lurie Children’s with Lurie Children’s being the surviving corporation in the statutory merger (the “**Merger**”) in accordance with this Agreement and the Illinois Not for Profit Corporate Act; and

WHEREAS, the Parties now desire to proceed with the Merger as contemplated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Purpose of Merger:** The Merger and establishment of the AHK Operating Division are intended to improve longitudinal, integrated and comprehensive care for children’s with medical complexity, including by embedding AHK’s services into Lurie Children’s complex care program.

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2. Terms of Merger.

- a. **Structure of the Merger.** Upon the terms and subject to the conditions set forth in this Agreement, AHK shall merge with and into Lurie Children's with Lurie Children's being the surviving corporation in the statutory merger. Upon consummation of the Merger, the separate existence of AHK will cease and all existing programs of AHK, including the AHK Licensed Services, will be provided through the AHK Operating Division.
 - b. **Transfer of Assets & Liabilities.** As of the Merger Effective Date (as defined below), all the assets, properties, rights, privileges, immunities, and powers of AHK shall vest in Lurie Children's and all restrictions, obligations, duties, debts and liabilities of AHK shall be the restrictions, obligations, duties, debts and liabilities of Lurie Children's.
 - c. **Governing Documents.** The Articles of Incorporation and Bylaws of Lurie Children's will govern post-Merger operations of the AHK Operating Division. The Quality and Credentialing Committee of the Board of Directors of Lurie Children's will have oversight of the services provided within the AHK Operating Division, including the AHK Licensed Services.
3. **Effective Date.** The Merger will become effective upon filing of the Articles of Merger with the Illinois Secretary of State and satisfaction of any other required regulatory approvals ("Merger Effective Date").
4. **Third Party Approvals.** Each of the Parties shall use commercially reasonable efforts to obtain all consents, approvals, exemptions and authorizations of third parties, whether governmental or private, make all filings, and give all notices which may be necessary or desirable on the part of the Parties under all applicable laws and under all contracts, agreements and commitments to which the Parties are a party or are bound in order to consummate the Merger or required by this Agreement.
5. **Further Assurances.** As of the Merger Effective Date, the officers of Lurie Children's shall be authorized to execute and deliver, in the name and on behalf of AHK, any bills of sale, assignments or assurances and to take and do, in the name and on behalf of AHK, any other actions and things to vest, perfect, confirm, or record in Lurie Children's any and all right, title and interest in, to and under any of the rights, privileges, powers, franchises, properties and assets acquired or to be acquired by Lurie Children's as a result of, or in connection with, the Merger.
6. **Representations and Warranties.** Each of the Parties hereby represents and warrants as to itself only, as of the date hereof and as of the Merger Effective Date, to the other Parties with respect to this Agreement, and only in the capacity in which it is signing:
- a. **Due Authorization.** Each Party has all requisite corporate powers and authorities to execute, deliver, and perform this Agreement and the Merger and any instruments and agreements required to be executed and delivered by them pursuant to this Agreement and the Merger. All actions required by law, the Articles of Incorporation and Bylaws of each Party, and otherwise to authorize the execution and delivery of this Agreement and the Merger have been taken by each Party.

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- b. **Validity.** This Agreement has been duly executed and delivered and constitutes the lawful, valid, and legally binding obligation of each Party hereto, enforceable in accordance with its respective terms. The execution and delivery of this Agreement shall not violate or conflict with any provision of and does not constitute a default under or a breach of, the respective Party's articles of incorporation or bylaws.
- c. **Organization; Good Standing.** Each Party is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois and has full power and authority and all requisite rights, licenses, permits, and franchises to own, lease, and operate its assets and to carry on its business.
- d. **Material Liabilities.** Except as otherwise disclosed by AHK to Lurie Children's and Medical Center, AHK has no material Liability of any kind, other than that incurred in the ordinary course of business, that would not reasonably be expected, individually or in the aggregate, to be materially adverse to the operations of Lurie Children's. "Liability" shall mean any and all liability and obligation of any kind or nature whatsoever, whether known or unknown, express or implied, primary or secondary, direct or indirect, secured or unsecured, liquidated or unliquidated, absolute, accrued, contingent or otherwise and whether due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required by GAAP to be accrued on the financial statements of AHK.
- e. **Loans and Mortgages.** To the knowledge of AHK, the mortgage set forth on Attachment A, attached hereto and incorporated by reference, is the complete and accurate list of all outstanding loans secured by mortgages on the Naperville property owned by AHK.
- f. **Licenses.** AHK holds, and is in compliance with, all licenses required under applicable law for the ownership, use, and operation of its Illinois Community Based Health Care Centers in Naperville and Chicago ("Licenses"). All such Licenses are valid, binding, in full force and effect, and have not expired, lapsed, or been revoked, suspended or terminated.

7. General Provisions

- a. **Amendments and Waiver.** No amendment, waiver, or consent with respect to any provision of this Agreement shall be effective, unless the same shall be in writing and signed by the Parties hereto, and then such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.
- b. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed sufficiently given if: (a) delivered personally; (b) sent by registered or certified U.S. Mail, return receipt requested, postage prepaid; (c) sent by a national overnight delivery service (such as Federal Express); or (d) by email at their respective email addresses, in each instance addressed, sent for delivery, delivered personally, or sent via email as follows:

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If to the Medical
Center:

Attention: President and Chief Executive Officer
225 E. Chicago Avenue
Chicago, Illinois 60611
Email: tshanley@luriechildrens.org

With a copy to: Chief Legal Officer
225 E. Chicago Avenue, Box 261
Chicago, Illinois 60611-2991
Email: fzanzi@luriechildrens.org

If to Lurie Children's:

Attention: President and Chief Executive Officer
225 E. Chicago Avenue
Chicago, Illinois 60611
Email: tshanley@luriechildrens.org

With a copy to: Chief Legal Officer
225 E. Chicago Avenue, Box 261
Chicago, Illinois 60611-2991
Email: fzanzi@luriechildrens.org

If to AHK:

Attention: David Kruger
225 E. Chicago Avenue, Box 303
Chicago, Illinois 60611
Email: dkruger@almosthomekids.org

With a copy to: Chief Legal Officer
225 E. Chicago Avenue, Box 261
Chicago, Illinois 60611-2991
Email: fzanzi@luriechildrens.org

or to such other address or to the attention of such other person as shall be furnished by like notice to the other Party. Any such notice or communication personally delivered or sent by email shall be deemed to have been given when received and any such notice or communication sent by U.S. Mail or an overnight delivery service shall be deemed to have been given on the earlier of the actual date of receipt or three (3) days after the date of duly sending the same.

- c. **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d. **Successors and Assigns; Third Party Beneficiaries.** This Agreement shall bind and inure to the benefit of the Parties named herein and their respective successors and assigns. No Party may assign its rights and/or duties hereunder without the prior written consent of the others. There are no third-party beneficiaries to this Agreement, and the only persons or entities entitled to enforce this Agreement are the Parties. Notwithstanding the foregoing,

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to the extent required by the terms of any third-party agreement, AHK agrees to assign to Lurie Children's any agreements in order to effectuate the Merger.

- e. **Entire Agreement**. This Agreement and the exhibits and other documents referred to herein and therein contain the entire understanding among the Parties with respect to the transactions contemplated hereby and supersede all other agreements, understandings, and undertakings among the Parties on the subject matter hereof. This Agreement is intended to reflect and support the implementation of the Merger, along with all exhibits, schedules and other documents referred to herein and therein.
- f. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Illinois without regard to conflicts of laws principles that would require the application of any other state law.

(Signature Page to Follow)

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IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the Execution Date to be effective on the Merger Effective Date.

CHILDREN'S HOSPITAL OF CHICAGO
MEDICAL CENTER

ANN & ROBERT H. LURIE CHILDREN'S
HOSPITAL OF CHICAGO

By:  Signed by:
Signature on
File
1F858F526B0846A...
David M. Lurie, MD
Title: President and Chief Executive Officer

By:  Signed by:
Signature on
File
1F858F526B0846A...
Thomas J. Flannery, MD
Title: President and Chief Executive Officer

ALMOST HOME KIDS

By:  Signed by:
Signature on File
1F20CA86217148D...
David M. Lurie, MD
Title: President and Executive Director