

**Gift Agreement  
Between  
Liseetsa Mann  
and  
Cincinnati Children's Hospital Medical Center**

THIS AGREEMENT is made on April 21 2010, by and between Liseetsa Mann (the "Donor"), now residing in Cincinnati, Ohio, and Cincinnati Children's Hospital Medical Center ("CCHMC").

BACKGROUND

Liseetsa Mann, whose son Eli suffers from a peanut allergy, is spearheading an effort to raise funds to enable CCHMC to open a Food Allergy Desensitization Trial and conduct clinical research related to peanut and other food allergies. Dr. Marc Rothenberg, Director of the Division of Allergy & Immunology, estimates that support of this research will require an initial investment of at least \$2 million. Ms. Mann plans to ask Ohio school children families to contribute to this endeavor as well as pursuing other fund-raising opportunities.

AGREEMENT

The Donor and CCHMC have agreed to the following terms and conditions for her gift.

1. Gift Amount.

The Donor's goal is to raise \$2 million through a grassroots fundraising campaign run by the donor and other concerned parents whose children suffer from peanut allergies. Donor will deposit all amounts raised for this purpose into a fund held by CCHMC called the Food Allergy Desensitization Fund ("the Fund"). Once the Fund balance reaches \$2 million ("the minimum funding level"), the Fund will begin to be used for the purposes outlined in paragraph 2 below. If, however, the Fund balance does not reach the minimum funding level before April 30, 2013, then the fund will be used for peanut allergy related research in the Division of Allergy and Immunology at CCHMC.

2. Purpose of Gift.

The purpose of the Gift is to enable the creation of a Food Allergy Desensitization Clinic at CCHMC and support clinical research to treat and slowly desensitize children to the allergen. Donor acknowledges that it is an ambitious goal to raise the \$2 million necessary to create such a clinic. Donor understands that without the full \$2 million, CCHMC cannot guarantee full implementation of the Desensitization Study. Donor further understands that if the amount raised does not meet the \$2 million threshold by April 30, 2013, then any amount in the Fund will be used for peanut allergy related research in the Division of Allergy and Immunology, focused on understanding the mechanisms of peanut anaphylaxis.

3. Administration of the Gift. The director of the Division of Allergy and Immunology will determine the timing and amount of expenditures from the Fund.

4. Acknowledgement. Upon the approval of the Donor, the CCHMC Development Office's manager of stewardship services will plan an announcement ceremony to recognize the creation of the Food Allergy Desensitization Clinic once the minimum funding level has been realized.

5. Reporting. The CCHMC Development Office's manager of stewardship services, in collaboration with the director of the Division of Allergy and Immunology, will issue an annual Donor Impact Report to the Donor. She will also keep the Donor informed about the total amounts accumulated in the Fund.

6. Contingencies. CCHMC shall use the Gift for the purpose outlined above. In the event that the stated purpose for the Gift articulated in this Agreement by the Donor cannot be fulfilled in any reasonable manner, and the President and CEO of CCHMC determines, in his/her sole discretion, that intervening circumstances necessitate and warrant altering the Donor's original purpose, the President and CEO of CCHMC may amend and restate this Agreement or cause the funds deposited under this Agreement to be administered or distributed to achieve that purpose that the President and CEO of CCHMC, in his/her sole discretion, has determined will most closely fulfill the Donor's original intentions.

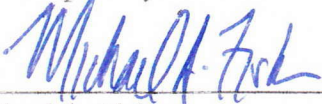
7. Validity. The validity and construction of the terms and conditions of this Agreement shall be governed by laws of the State of Ohio.

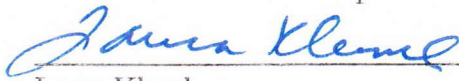
IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.




Liseetsa Mann, Donor

Agreed and accepted by Cincinnati Children's Hospital Medical Center

By:   
Michael A. Fisher  
President and Chief Executive Officer  
Cincinnati Children's Hospital Medical Center

By:   
Laura Klumb  
Assistant Vice President, Development  
Cincinnati Children's Hospital Medical Center

APPROVED AS TO FORM  
CCHMC Legal Department  
By:   
Date: 4/21/2010