

UNOFFICIAL COPY

This Document Prepared By
And After Recording Return To:

Priscilla C. Sperling, Esq.
Mason, Wenk & Berman, L.L.C.
1033 Skokie Blvd., Suite 250
Northbrook, Illinois 60062



Doc#: 1320716031 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/26/2013 12:21 PM Pg: 1 of 7

TERMINATION OF AGREEMENTS

This TERMINATION OF AGREEMENTS (the "Termination Agreement") is made as of July 23, 2013, by and between **GLR-MEDICAL PROPERTIES ONE, LLC**, a Delaware limited liability company ("GLR") and **ADVOCATE HEALTH AND HOSPITALS CORPORATION**, an Illinois not-for-profit corporation ("Advocate").

RECITALS:

A. Advocate is the owner of a certain parcel of real estate in the County of Cook, State of Illinois, legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), and GLR is the owner in fee simple of a building or building(s) located on the Property (the "Building").

B. GLR and Advocate entered into that certain Right of First Refusal and Covenant Not to Compete dated October 1, 2002, which was amended by that certain First Amendment to Right of First Refusal and Covenant Not to Compete (the "First Amendment") dated the 1st day of March, 2004 by and between GLR and Advocate (as so amended, the "ROFR Agreement"). The First Amendment was recorded in the Cook County Recorder's Office on March 15, 2004 as Document Number 0407542243. Pursuant to the ROFR Agreement, GLR granted to Advocate a right of first refusal (the "ROFR") to purchase the Building and GLR agreed to refrain from selling or transferring the Building for a certain period of time, all as more particularly set forth in the ROFR Agreement.

C. Advocate and Great Lakes REIT, L.P. ("Great Lakes") entered into that certain Development Rights Agreement (the "Original DRA") on October 1, 2002 which was recorded in the Cook County Recorder's Office on October 18, 2002 as Document No. 0021146113. The Original DRA was amended by that certain First Amendment to Development Rights Agreement dated the 1st day of March, 2004 by and between GLR and Advocate, recorded in the Cook County Recorder's Office on March 15, 2004 as Document No. 0407542242, wherein an assignment of the Original DRA by Great Lakes to GLR was acknowledged of record and certain terms of the agreement were clarified (as so amended, the "DRA"). Pursuant to Section 15 of the DRA, the DRA terminated on October 1, 2009.

UNOFFICIAL COPY

D. GLR and Advocate now desire to (i) confirm that Advocate declined to exercise its ROFR under the ROFR Agreement in connection with the proposed sale of the Property on the terms set forth in that certain notice dated April 16, 2013 (the "Proposed Transaction"), (ii) terminate the ROFR Agreement, and (iii) acknowledge of record the termination of the DRA, all as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the recitals herein above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GLR and Advocate hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in and made a part of this Termination Agreement.

2. Non-exercise of ROFR. The parties hereto agree that a notice of the Proposed Transaction was properly and timely given by GLR to Advocate in accordance with the terms the ROFR Agreement and that Advocate declined to exercise its ROFR with respect to the Proposed Transaction. Accordingly, Advocate's ROFR has been waived with respect to the Proposed Transaction.

3. Termination of ROFR Agreement. GLR and Advocate hereby terminate the ROFR Agreement in its entirety, release the ROFR Agreement of record and agree that the ROFR Agreement has no further force and effect.

4. Termination of DRA. GLR and Advocate hereby acknowledge the termination of the DRA in its entirety as of October 1, 2019 pursuant to Section 15 of the DRA, release and terminate the DRA of record and agree that the DRA has no further force and effect.

This Termination Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Pages to follow]

UNOFFICIAL COPY

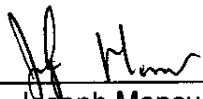
IN WITNESS WHEREOF, GLR and Advocate have executed this Termination Agreement as of the day and year first above written.

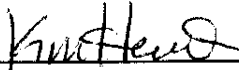
GLR:

GLR-MEDICAL PROPERTIES ONE, LLC, a Delaware limited liability company

By its sole member

Chicago MP Holdings A, Inc., a Delaware corporation

By: 
Joseph Mancuso, Vice-President

By: 
Name: Kim Hourihan
Title: Managing Director
VP

ADVOCATE:

ADVOCATE HEALTH AND HOSPITALS CORPORATION, an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, GLR and Advocate have executed this Termination Agreement as of the day and year first above written.

GLR:

GLR-MEDICAL PROPERTIES ONE, LLC, a Delaware limited liability company

By its sole member

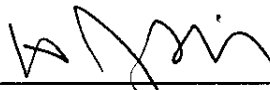
Chicago MP Holdings A, Inc., a Delaware corporation

By: _____
Joseph Mancuso, Vice-President

By: _____
Name: _____
Title: _____

ADVOCATE:

ADVOCATE HEALTH AND HOSPITALS CORPORATION, an Illinois not-for-profit corporation

By:  _____
Name: H. James Slinkman
Title: Associate General Counsel

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

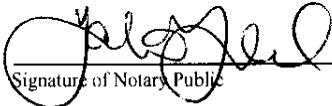
On July 16, 2013 before me, Talia Reed, Notary Public,
(Here insert name and title of the officer)

personally appeared Joseph Mancuso and Kim Hourihan,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

UNOFFICIAL COPY

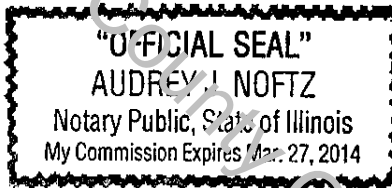
STATE OF Ill)
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that H. JAMES SINKOVIAK personally known to me to be the ASSOCIATE GENERAL COUNSEL of Advocate Health and Hospitals Corporation, an Illinois not-for-profit corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer, he/she signed and delivered the said instrument as an officer of said corporation, as his/her free and voluntary act, and as the free and voluntary act of Advocate Health and Hospitals Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of June, 2013.

Audrey J. Noftz
Notary Public

My commission expires: 3-27-14



UNOFFICIAL COPY

Exhibit "A" Legal Description

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER WITH A LINE DRAWN 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE WEST 222.83 FEET ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, BEING ALSO THE NORTH LINE OF WEST 95TH STREET IN ACCORDANCE WITH PLAT OF DEDICATION RECORDED MAY 27, 1958 AS DOCUMENT NO. 17219540; THENCE NORTH 177.05 FEET ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 54 MINUTES 37 SECONDS AS MEASURED FROM EAST TO NORTH WITH SAID NORTH LINE OF 95TH STREET; THENCE EAST 24.70 FEET PARALLEL WITH SAID NORTH OF WEST 95TH STREET; THENCE NORTH 72.34 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE EAST 197.28 FEET PARALLEL WITH SAID NORTH LINE OF WEST 95TH STREET TO THE WEST LINE OF SOUTH KOSTNER AVENUE, BEING A LINE 40.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER IN ACCORDANCE WITH THE AFORESAID PLAT OF DEDICATION; THENCE SOUTH 249.39 FEET ALONG THE WEST LINE OF SOUTH KOSTNER AVENUE TO THE HEREIN ABOVE DESCRIBED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN 24-03-318-017-0000 Vol. 237

Note: For informational purposes only, the land is known as:

4400 West 95th Street

Oak Lawn, IL 60453