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This document was prepared by and after recording return to:

Julia Dougherty Mayer Brown LLP 71 South Wacker Drive Chicago, Illinois 60606



Doc#: 1422619051 Fee: \$50.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A.Yarbrough Cook County Recorder of Deeds Date: 08/14/2014 11:01 AM Pg: 1 of 7

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this "<u>Agreement</u>") is made and entered into as of this 13th day of August, 2014 by and between 445 Venture, L.L.C., an Illinois limited liability company (the "<u>Landlord</u>"), and NorthShore University HealthSystem, an Illinois not-for-profit corporation (the "<u>Tenant</u>").

RECITALS:

WHEREAS, Landlord and Ferant (formerly known as Evanston Northwestern Healthcare Corporation) are parties to that certain Ground Lease dated March 4, 2008, as amended by that certain First Amendment to Ground Lease dated October 13, 2008, as evidenced by that certain Memorandum of Lease Lated June 11, 2008 and recorded August 7, 2008 as Document 0822035102 (collectively, the "Lease"), pursuant to which Tenant leases from Landlord the premises located at 501 Skokie Boulevard, Northbrook, Illinois, as legally described on Exhibit A attached hereto (the "Premises");

WHEREAS, Landlord and Tenant both desire to terminate the Lease on the terms hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenaris and obligations hereinafter set forth, and for other good and valuable consideration, the receipt aria sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1. Subject to the last sentence of this Section 1, Landlord and Tenant hereby terminate the Lease and mutually release each other from all claims, liabilities, obligations and responsibilities arising thereunder, which termination and release shall be effective from and after August 13, 2014 (the "Termination Date"); provided, however, that Tenant's obligation to pay the amounts of Base Rent and Additional Rent (such terms are defined herein as defined in the Lease) due and payable or accruing under the Lease to the Termination Date and any other obligations which are expressly provided to survive termination shall survive the termination of the Lease.
- 2. The provisions of this Agreement are not intended to be, and shall be not construed as, a covenant for the benefit of any third party; provided, however, that this

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Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement shall be governed by and construed under the laws of the State of 3. Illinois.

Signature Page Follows.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LANDLORD:

Title: Treasurer

445 VENTURE, L.L.C., an Illinois limited liability company

	an inmois named hadmty company
DOOP OF	By: MPL Two Venture, LLC, an Illinois limited hability company, its Manager
Ox Cook	By: Marke: Mitchel A. Greenberg Title: Manager
	Ity: MAN
	Name / Jeffrey A. Annenberg Title: Manager
	TENANT:
	NORTHSHORE UNIVERSITY HEALTHSYSTEM, an Illinois not-for-profit corporation
	By:
	Name: Gary E. Weiss

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STATE OF ILLINOIS)	
)	SS.
COUNTY OF COOK)	

I, the undersigned, a Notary Public in said County in the State aforesaid, DO HEREBY CERTIFY that Mitchell A. Greenberg and Jeffrey A. Annenberg, managers of MPL TWO VENTURE, L.L.C., an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such managers they signed and delivered the said instrument oursuant to proper authority given by the managers of MPL TWO VENTURE, L.L.C., as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of August, 2014, 10 COOF CC

Notary Public

My commission expires:

11/17/14

ESCAPFICIAL SEAL C/ort's Orrico

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LANDLORD:

445 VENTURE, L.L.C., an Illinois limited liability company

By: MPL Two Venture, LLC, an Illinois limited liability company, its Manager

Name: Mitchel A. Greenberg

Title: Manager

Nano. Jeffrey A. Annenberg Title: Manager

TENANT:

NORTHSHORE UNIVERSITY HEALTHSYSTEM, an Illinois not-for-profit corporation

Name: Gary E. Weiss

Title: Treasurer

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STATE OF ILLINOIS)	
COUNTY OF COOK)	SS.

I, the undersigned, a Notary Public in said County in the State aforesaid, DO HEREBY CERTIFY E. Weiss. Treasurer NORTHSHORE of HEALTHSYSTEM, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Treasurer he signed and delivered the said instrument pursuant to proper authority given by the Treasurer of NORTHSHORE UNIVERSITY HEALTHSYSTEM, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

or Cook Colling Clarks Offica Given under my hand and notarial seal, this 12 th day of August, 2014.

My commission expires:

CARMEN V BROWN

OFFICIAL SEAL

09/21/16

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008963529 D2 STREET ADDRESS: 501 SKOKIE BLVD

CITY: NORTHBROOK COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

LOT 2 OF 445 SLOKIE BOULEVARD SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 OF NORTHWOOD EDENS SUBDIVISION AND THAT PART OF VACATED FRONTAGE ROAD LYING ADJACENT TO SAID LOT 2 OF NORTHWOOD EDENS SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 2008 AS DOCUMENT 0821416036, IN COOK COUNTY, ILLINOIS, EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

PARCEL 2:

NON-EXCLUSIVE, PERPETUAL EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY THE DECLARATION OF RECIPROCAL EASEMENTS. COVENANTS AND USE RESTRICTIONS RECORDED AUGUST 7, 2008 AS DOCUMENT NUMBER 0822035100 , FOR INGRESS AND EGRESS; CHANGES TO DEVELOPMENT; SHARED EDENS FRONTGAGE SIGN; ADDITIONAL SIGNS, PUBLIC UTILITIES, AND DRAINAGE OVER AND UPON PORTIONS OF LOT 1 IN AFORESAID SUBDIVISION.

BL3 08/13/14