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This document was prepared by
and after recording return to:

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Mayer Brown LLP
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Chicago, Illinois 60606



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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 "Agreement") 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 "Landlord"), and **NorthShore University HealthSystem**, an Illinois not-for-profit corporation (the "Tenant").

RECITALS:

WHEREAS, Landlord and Tenant (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 dated 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 covenants and obligations hereinafter set forth, and for other good and valuable consideration, the receipt and 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.

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

Signature Page Follows.

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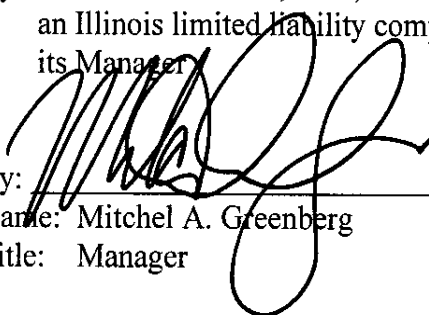
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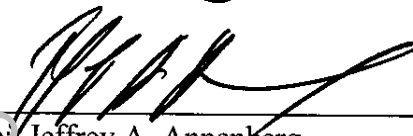
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LANDLORD:

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

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

By: 
Name: Mitchel A. Greenberg
Title: Manager

By: 
Name: Jeffrey A. Annenberg
Title: Manager

TENANT:

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

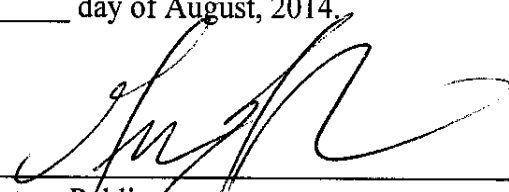
By: _____
Name: Gary E. Weiss
Title: Treasurer

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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** 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 pursuant 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.

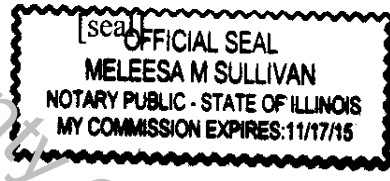
Given under my hand and notarial seal, this 11th day of August, 2014.



 Notary Public

My commission expires:

11/17/14



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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

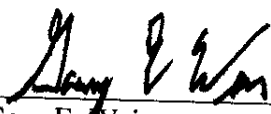
By: MPL Two Venture, LLC,
an Illinois limited liability company,
its Manager

By: _____
Name: Mitchel A. Greenberg
Title: Manager

By: _____
Name: Jeffrey A. Annenberg
Title: Manager

TENANT:

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

By: 
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** that Gary E. Weiss, Treasurer of NORTSHORE UNIVERSITY 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 NORTSHORE 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.

Given under my hand and notarial seal, this 12th day of August, 2014.

Carmen V. Brown
 Notary Public

My commission expires:

09/21/16

[seal]



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