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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/05/2015 01:31 PM Pg: 1 of 6

MGR

## LEASE TERMINATION AGREEMENT

Landlord: Encore Realty Partners LLC  
Tenant: Aria Post Acute Care, LLC

Dated October 30, 2015

Terminating Memorandum of Lease dated September 28, 2012,  
recorded October 4, 2012 as Document No. 1227810079.

CCRD REVIEWER

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## LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (the "**Agreement**") is made and entered into as of the 30th day of October, 2015, by and between **Encore Realty Partners LLC**, an Illinois limited liability company ("**Landlord**"), and **Aria Post Acute Care, LLC**, an Illinois limited liability company ("**Tenant**").

### RECITALS:

WHEREAS, Landlord or Landlord's predecessor in interest and Tenant or Tenant's predecessor in interest entered into a certain lease agreement for certain premises commonly known as **Aria Post Acute Care** located at 4600 Frontage Road, Hillside, Illinois (the "**Premises**") (said lease agreement, as amended from time to time, is hereinafter collectively referred to as the "**Lease**"); and

WHEREAS, Landlord and Tenant desire to terminate the Lease in accordance with the provisions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth below, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Termination. The parties agree that the Lease shall terminate at 11:59 P.M. on October 29, 2015 (the "**Early Termination Date**").
2. Release of Landlord. Except for any obligations of Landlord that expressly survive the expiration of the Lease, Tenant agrees that upon termination of the Lease on the Early Termination Date, Landlord is: (i) fully released and discharged from any and all obligations that have previously arisen or may subsequently arise under or with respect to the Lease; and (ii) forever discharged from all claims, demands, actions, liabilities, causes of action and any other claims for relief or remuneration whatsoever, in law or equity, known or unknown, which Tenant may have had or may have in the future relating in any manner to the Lease.
3. Release of Tenant. Except for any obligations of Tenant that expressly survive the expiration of the Lease, Landlord agrees that upon termination of the Lease on the Early Termination Date, Landlord is: (i) fully released and discharged from any and all obligations that have previously arisen or may subsequently arise under or with respect to the Lease; and (ii) forever discharged from all claims, demands, actions, liabilities, causes of action and any other claims for relief or remuneration whatsoever, in law or equity, known or unknown, which Landlord now has, may have had or may have in the future relating in any manner to the Lease.
4. Authority. Landlord and Tenant represent and warrant to each other that each has the requisite authority and capacity to enter into this Agreement.
5. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, will in no way affect the validity or enforceability of any other provision of this Agreement.

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6. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. The delivery of such counterparts may be accomplished by facsimile or through a PDF transmission, via e-mail. Signatures sent by facsimile or e-mail shall be binding to the same extent as original signatures.

7. Governing Law. The terms and provisions of this Agreement shall be governed by and construed under the laws of the State of Illinois.

8. Entire Agreement. This Agreement contains the entire understanding between the parties, and may be altered or amended from time to time only by a written instrument, executed by both Landlord and Tenant.

9. Litigation Expenses. In the event litigation is filed to enforce any of the terms and conditions contained in this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party, its reasonable attorney's fees and costs incurred in such litigation.


**[SIGNATURE PAGE FOLLOWS]**

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

**LANDLORD:**

**ENCORE REALTY PARTNERS LLC,**  
an Illinois limited liability company


By:   
Name: Robert Hartman  
Title: Manager

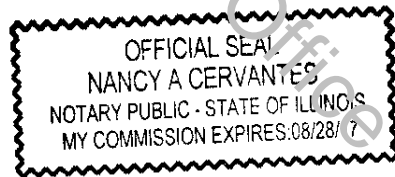
STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Hartman, Manager of Encore Realty Partners, LLC, an Illinois limited liability company, who is 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of October, 2015.

(SEAL)

  
\_\_\_\_\_  
Notary Public





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## EXHIBIT A

### LEGAL DESCRIPTION

That part of the south  $\frac{1}{2}$  of the northwest  $\frac{1}{4}$  of Section 17, Township 39 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the southwest corner of the northwest  $\frac{1}{4}$ ; Thence North 00 degrees 04 minutes 43 seconds East, 1324.21 feet; Thence North 89 degrees 35 minutes 43 seconds East, 954.00 feet to a found  $\frac{1}{2}$  " iron rod on the northeasterly right of way line of the Dwight D. Eisenhower Expressway (a 370 foot right of way), said iron rod being the POINT OF BEGINNING of the herein described tract; Thence North 89 degrees 35 minutes 43 seconds East 691.10 feet; Thence South 00 degrees 24 minutes 17 seconds East at right angles to the preceding course, a distance of 165.00 feet; Thence South 89 degrees 35 minutes 43 seconds West at right angles to the preceding course, a distance of 65.00 feet; Thence South 00 degrees 24 minutes 17 seconds East 153.17 feet to a point on the northeasterly line of the Dwight D. Eisenhower Expressway, said point also being on a curve concave southwesterly; Thence along the northeasterly line of said expressway being a curve to the left having a radius of 4029.83 feet and subtending a chord of length 702.31 feet and bearing North 63 degrees 27 minutes 57 seconds West for an arc distance of 703.20 feet to the POINT OF BEGINNING.

Address of Real Estate: 4600 N. Frontage Road, Hillside, IL 60162

Permanent Real Estate Index Number:

- 15-17-101-014-0000