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THIS INSTRUMENT WAS PREPARED BY & AFTER RECORDING PLEASE RETURN TO:

Quarles & Brady LLP 300 North LaSalle Street Suite 4000 Chicago, Illinois 60654 Attn: Blake F. Hanson, Esq.

18 03603 WALL

Doc#. 1921241072 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds Date: 07/31/2019 10:56 AM Pg: 1 of 9

FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE AND MEMORANDUM OF SUBLEASE

WITN'LSSETH:

WHEREAS, SHS and Mount Sinai entered into that certain Ground Lease dated as of September 30, 1996 (the "Original Prime Lease") between Mount Sinai, as landlord, and SHS, as tenant, as amended by that certain Ground Lease and Sublease Modification Agreement dated as of December 18, 2003 (the "First Modification Agreement"), and that certain Second Ground Lease and Sublease Modification Agreement dated as of November 20, 2012 (the "Second Modification Agreement", and together with the Original Frime Lease and the First Modification Agreement, the "Existing Prime Lease");

WHEREAS, SHS and Mount Sinai entered into that certain Memorancum of Ground Lease dated as of September 30, 1996 and recorded September 30, 1996 with the office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Decument No. 96741326 (the "Memorandum of Prime Lease") to give public notice of the Original Prime Lease;

WHEREAS, pursuant to the Existing Prime Lease, Mount Sinai leases to SHS, and SHS leases from Mount Sinai, certain premises and improvements located in the City of Chicago, Cook County, Illinois, and legally described on Exhibit A attached to the Memorandum of Prime Lease (the "Existing Premises");

WHEREAS, SHS and Mount Sinai entered into that certain Sublease dated as of September 30, 1996 (the "Original Sublease", as amended by the First Modification Agreement and the Second Modification Agreement, the "Existing Sublease") between Mount Sinai, as sublessee, and SHS, as sublessor, whereby SHS subleases to Mount Sinai, and Mount Sinai subleases from SHS, the Existing Premises;

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WHEREAS, SHS and Mount Sinai entered into that certain Memorandum of Sublease dated as of September 30, 1996 and recorded September 30, 1996 with the Recorder Office as Document No. 96741333 (the "Memorandum of Sublease") to give public notice of the Original Sublease;

WHEREAS, contemporaneously with the execution of this Amendment, SHS and Mount Sinai have entered into that certain Third Ground Lease and Sublease Modification Agreement dated as of even date herewith (the "Third Modification Agreement"; the Existing Prime Lease, as amended by the Third Modification Agreement, and as the same may be further amended, restated, modified, and in effect from time to time, is hereinafter referred to as the "Prime Lease"; the Existing Sublease, as amended by the Third Modification Agreement, and as the same may be further amended, restated, modified, and in effect from time to time, is hereinafter referred to as the "Sublease"), and pursuant to the Third Modification Agreement, SHS and Mount Sum have agreed to cancel and terminate each of the Existing Prime Lease and the Existing Sublease with respect to that certain portion of the Existing Premises more particularly described on Exhibit A attached hereto and made a part hereof (the "Contraction Premises"); and

WHEREAS, SHS and Mount Sinai have agreed to enter into this Amendment to amend each of the Memorandum of Ground Lease and the Memorandum of Sublease to give public notice of the cancelation and termination of the Existing Prime Lease and the Existing Sublease, each with respect to the Contraction Frences only, pursuant to the Third Modification Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. Pursuant to the Third Modification Agreement, the Contraction Space has been subtracted from the Existing Premises, and each of the Prime Lease and the Sublease is hereby deemed canceled and terminated with respect to the Contraction Space (and only with respect to the Contraction Space).

SECTION 2. As of the date hereof, SHS and Mount Sinai acknowledge that the Prime Lease and the Sublease shall continue to encumber only that certain real property identified on Exhibit B attached hereto and made a part hereof (the "Premises").

<u>SECTION 3</u>. The legal descriptions of the Existing Premises attached to the each of the Memorandum of Prime Lease and the Memorandum of Sublease are hereby deleted in their entirety and replaced with the legal description of the Premises identified on <u>Exhibit B</u> attached hereto.

[signatures appear on following page]

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IN WITNESS WHEREOF, SHS and Mount Sinai have executed this Amendment as of the date first above written.

> SINAI HEALTH SYSTEM, an Illinois not-forprofit corporation

By:

Title:

DOOR TO OF COO. MOUNT SINAI HOSPITAL MEDICAL CENTER OF CHICAGO, an Illinois not-forprofit corporation

Title:

County Clark's Office

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
COUNTY OF COOK) ss:
On this day of the personally appeared to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the withir instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument.
[SEAL] "OFFICIAL SEAL"
Notary Public Notary Public, State of Illinois My Commission Expires: 11/30/2020 Commission Expires: ((1/1)) 10/10
STATE OF ILLINOIS) SS: COUNTY OF COOK)
On this 22 day of 2019, before the, the undersigned, a Notary Public in and for said State, personally appeared 1000000000000000000000000000000000000
Notary Public [SEAL ** "OFFICIAL SEAL** ROSA M ARELLANO Notary Public, State of Illinois My Commission Expires: ((1/20/27)20)
1.400000NBH 1580HCN

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Exhibit A

CONTRACTION PREMISES

PARCEL 19:

LOTS 1 AND 2 IN BLOCK 1 IN ARCHIBALD'S KENILWORTH AVENUE ADDITION TO ROGERS PARK, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2901-2907 W. Touhy Avenue, Chicago, Illinois

Property Index Nos.: 10-26-101-020-0000

10-26-101-021-0000

Clarks Office

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Exhibit B

PREMISES

PARCEL 1:

LOTS 1 TO 5, BOTH INCLUSIVE, IN F. WASHA AND SON'S SUBDIVISION OF LOTS 7 TO 10 INCLUSIVE, TO THE SONDIVISION OF COTE 1 AND 2 DE BLACK 5 IN COOK AND AMDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 MORTH, PARGE 15 EAST OF THE THIRD STINCTPAL MERIDIAN, IN COST COUNTY, ILLINOIS.

PARÇEL 1:

THAT PART OF LCT 1. OF LCT 4 (ENCRYT THE NEET 24.58 FRET THEPROF), LAT 5 (ENCEPT THE MAST 41.32 FRET TEPROF) AND OF LCT 7 LYTHE SQUINKLETERLY OF THE SQUITERSTREAT LINE OF WEST OCCUR. AVENUE AS WITHER, IN SECON 6 IN COOK AND ASDERSON'S SURDIVISION, IN COCK COUNTY, ILLINOIS.

PARCNE 3:

LOTS 1 TO 5, SOCH INCIDENCE, IN THE SUPPLYISHED OF LOT 6 IN SLOCK 6 (EXCEPT THAT PART TRANSPOR OF COORSES AVENUE) OF COOR AND ADDRESSOR'S STRUCTURETON AFORESAID, ALSO:

PARCEL 4:

THEN PART OF WEST 15TH STREET AND OF THE ALLEYS VARIATED ACCORDING TO CRIMINATE TABLED OF REPREL 21, 1357 BY THE CITY OF CRICALC, PECEPTING TREASFACE ANY DAST THEREOF FALLING WITHIN LOT 7 IN SECON, 7 IN COOK AND ANDERSMAN INDEVENOR AFORESAID, RESC:

PARCEL S:

LAY 2 (RACSET THE WEST 18.0 FEST OF THE PLET 17.0 FEST TERRESOF), AND LOTE 3 TO 20, BYIH INCLUSIVE, IN THE SERDIVISION OF LOTE 2, 3 AND 5 AND 1 RESURDIVISION OF LOT 4 IN BLOCK 7 OF COOK AND AMBERSOR'S DIRECTURED AFORESAID, ALSO:

FARCEL 6:

LOIS 1 TO 5, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 5 IN BLOCK 7 IN COCK AND ADDRESSON'S SUBDIVISION AFGRESAID, ALSO;

- PARCEL T:

THAT PART OF LOT 7 IN BLOCK 7 IN COOK AND ANDERSON'S STRUTYLISION ASCRED ID LYING NORTH OF THE NORTH LINE OF MEST 15TH FLACE AS WIDEHED, ALSO;

PARCEL 8:

THRE PART OF LOTS 3 TO 11, BOTH INCLUSIVE, AND OF THE 16.0 FEST VACATES ALLEY EAST AND ADJOINING SAID LOTS, LYING BORTE OF THE SONTH LINE OF WEST 15TH PLACE, AS WIDENED, LY THE SUBDIVISION OF LOTS 8 AND 9 IN PLOCE 7 OF COOK ASS AND PROPERSON'S SUBDIVISION APPRECALS; TL'O

PARCHI 9:

LOTS 4, 5 APD 6 IN THE SUBDIVISION OF LOT 1 IN SLOCK 7 IN COOK AND AMDERSON'S SUBDIVISION APPRENANT, ALSO:

PARCEL 10:

LOTS 1, 2 AND 3 IN V. LASK'S ERSHEDIVISION OF LOTS 1, 2 AND 3 IN STEDIVISION OF LOT 1 IN BLOCK 7 SM COOK AND ANDERSON'S SUBDIVISION APPREADA, ALSO:

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PRECEL 11

LOT 1 IN THE SUBDIVISION OF LOTS 2, 3 AND 5 AND A RESUBDIVISION OF LOT 4 IN SLOCK 7 OF COCK AND ADDERSON'S SUBDIVISION AFORESAID; ALSO

PARCEL 12:

THAT EART OF VACATED SOUTH FAIRFIELD AVENUE LYING ACROSS REATS OF LOTS : MALE 5 IN BLOCK & OF COOK AND ANDERSON'S SUSDIVISION AFORESAID, LYING SCITHENLY OF THE SOUTH LINE OF WEST OCCUPEN AVENUE AS WILDRIGHD BY THE CITY OF CHICAGO PER OF INDINANCE PRESED OCTABRE 39, 1988 AND RECORDED WERNCARY NY, 1839 AS DOCTORNY 1045458 AND LYING NORTH OF THE NORTH LINE OF WEST LETH STREET, AS DEDICATED, IN COOK COUNTY, INLINGIS, ALSO

PARCEL 11:

THAT PART OF VICATED WEST 18TH STREET SCUNDED ON THE NORTH BY THE SOUTH LINE OF MACK 6 OF COOK AND ANDERS A S SUBDIVISION AFORESAID, AND SCUNDED ON THE SOUTH BY THE SCUTHERLY EXTENSION OF ELOCK 7 OF THE ATOLICALD SUBDIVISION, AND SCUMBED ON THE WEST BY THE SCUTHERLY EXTENSION OF THE WEST LINE OF CRAFTED SOUTH FAIRPIELD AVENUE IN BLOCK 6 OF APORESAID SUBDIVISION AND SOUTHEELEST BY THE WEST LINE OF SCUTH WASHTENED AVENUE AS REDICATED IN THE AFORESAID SUBDIVISION, ALSO

FRACEL 14:

THAT PART OF THE MORTH AND SOUTH VACATED 16 FOOT PUBLIC ALLEY IN A PART OF LOT 2 IN SURDIVISION OF LOTS 2, 3 AND 5 AND 6 REPORDIVISION OF LOT 4 IN SLOCK 7 IN COOK AND ANDERSON'S SURDIVISION AFORESAID, BUTTOM ON THE SAST BY A LINE DRAWN ONE FACT WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2, AND ON THE WEST BY A LINE DRAWN 17 FEST WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2, AND ON THE MORTH LINE OF SAID LOT 3, AND ON THE SOUTH BY THE SOUTH LINE OF SAID LOT 2, L. THE MAST AND WEST VACATED 16 FOOT FUBLIC ALLEY BOUNDED ON THE MORTH BY THE SOUTH LINE OF 1. THE MAST AND WEST VACATED 16 FOOT FUBLIC ALLEY BOUNDED ON THE MORTH BY THE SOUTH LINE OF 1. THE MOST SUBDIVISION OF LOTE 1, 2 AND 3 IN THE SUBDIVISION OF LOTE 1 IN SLOCK 7 IN COOK AND ANDERSON'S SUBDIVISION AFOREMENTIONED AND ON THE SOUTH BY SUBDIVISION OF LOT 1 IN BLOCK 7 AND THE MORTH LINE OF 1.01. 19 AND 25 IN SUBDIVISION OF LOTS 2, 3 AND 5 IN THE RESURDIVISION OF LOTS 4 IN BLOCK 7 AND THE MOST BY SUBDIVISION OF LOT 4 IN BLOCK 7 AND THE MOST BY SUBDIVISION AND ON THE RESURDIVISION OF LOTS 4 AND 5 IN THE RESURDIVISION OF LOT 4 IN BLOCK 7 AND THE AFORESAID MORTH AND SOUTH VACATED 16 FOOT FUBLIC ALLERY AND ON THE SAST BY THE WEST LINE OF TOTH VACATEDAM AVENUE DEBICATED. IN COOK COUNTY, ILLINOIS

PARCEL 18:

LOTS 1, 3, 4, 5 DBC 6 IN THE SUBSIVISION OF LOTS 1 AND 2 IN BLOCK 6 IN LOCK AND ANDRESON'S SUBDIVISION OF THE WEST 1/2 OF THE BORTHURST 1/4 OF SECTION 24, TUNISHIP 22 NORTH, MANGE 13 BAST OF THE THIRD PRINCIPAL MERIDIM.

PARCEL In:

LOTS & THROUGH 12, INCLUSIVE, IN JUHN SERRY JE., GUARDIAN'S SERVIVESION OF LOTS 18 AND TO TOGETHER WITH LOTS & THROUGH 11, INCLUSIVE, IN MICHAEL C. MCDOWALD'S SUBDIVISION OF LOTS 18 AND 19, (EXCEPT PARTS RESTROYER DEDICATED FOR STREET) ALL IN BLOCK 3 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, FAMOR 13 RAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO DESCRIBED AS:

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A PARCHE OF LAND COMPRISED OF LUTS 8 TO 12, SOTH DECUSIVE, IN JOHN HARRY JR. GRANDIAN'S SUBDIVISION OF LATE IS AND 16, TOSTINES WITH LOTS 6 TO 11, ECTS INCLINEDWS, IN MICHAEL C. MCDONALD'S SUBDIVISION OF LOTS 17, 18 AND 19 (EXCEPT PARCH MERITOPORT DEDICATED FOR STREET) ALL IN BLOCK 3 IN COOK AND AMERICAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 MORTE, RANGE 13 HAST OF THE THIRD SRIECTIAL MERIDIAN, NOUNDED AND DESCRIPBO AS FOLLOWS:

reginiting at the soutemestical correst of said lot 5 in john exakt of. Guardian's surdivision (SETMS ALSO THE INTERSECTION OF THE EAST LINE OF SOUTH CALIFORNIA AVESUE AND THE COLLA CALLED BY TOOL CIFE OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY THE COURT LINE OF SCOTE CALIFORNIA AVENUE), A DISTANCE OF 125.07 FERT TO THE MONTHWESTERLY Corner of said lot, thence mortheaterly of the Horthwesterly Nine of Lors 8, 9, 10, 11 and 12 IN JOHN BERRY IN. CHARDIAN'S SUBDIVISION AND ALONG THE MORTHWESTERS! LINE OF LOVE II AND 10 in discreme c. middened a subdivision (daid like being also the scotheratered like of A POSTLIC AND TO , A DISTANCE OF 198.68 FEST TO THE NORTHEAST CORNER OF SAID LOT 10: THEFOR PAST along the or line of lone 9, 8, 7 and 4 in higher C. Michael's subdivision (being Also THE SCOTT LTD OF A 16 FOOT WIDE FORMIC ALLST), A DISTANCE OF 101.02 FEET TO THE NORTHEAST CORSER OF SATU ON 61 THENCY BOOTH ALONS THE WAST LITTE OF SAID LOT 6 (BETHE ALSO THE WAST LINE OF SCHIM PLAFFIELD AVENUE), A DISTANCE OF 80.61 FEET TO THE SCOTHERSTEPLY CORPUR OF SAID LOT; THENCE OF THE STEELY ALONG THE SOTTHEASTERIT LINE OR LOTS 6, 7, 8, 8, 10 MMD 11 IN MICHAEL C. MIDCHALD. TURNIVISION AND ALLIE THE SCRIPTASTERNY LINE OF LOVE 12, 11, 10, 5 AND s in some befor ir. In others supplyision (said line being liso the schemesteria line of ocien arrive), a distance of 306:24 feet to the boart of decimaling, all is cook county. ILLINOIS.

PARCEL 17:

ALL THE VACATED SOUTH 1/3 OF THE 11ST WEST AND THE SCHIMESTERLY AND ACCEDING THE NORTHWESTERLY LIKE OF LOTS 0 TO 13, BC II INCIDENTE, ALL IN JOHN ESPRY JR. GRANDIAN'S SUBDIVISION OF LOTS 15 AND 16 IN SLOCK 3. COCK AND ANDERSON'S SUBDIVISION OF LOTS 15 AND 16 IN SLOCK 3. COCK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE MORTHWAST 1/4 OF SECTION 24, TOWNSHIP 3. CORT PARSE 13 FAST OF THE TRIED PRINCIPAL MENTIONAL ALSO LYING SORTH AND ADJURIED THE WORTH LINE OF LOTS 6 TO 9, SOTH INCLUSIVE, AND LYING NORTHWESTERLY AND ACCIDING THE MORTHWESTER 1. LINE OF LOTS 9, 10 AND 11 ALL IN MECHANIC C. MCDORALO'S SUBDIVISION OF MOTS 17, 13 AND 13 (LATERY PARTS HERMTOFORE DEDICATED FOR STREETS) OF SLOCK 3 OF DOCK AND ANDERSON'S SUBDIVISITAL OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 MORTH BANGE 13 MAST OF THE TILL PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOLS

" **elecet**, le:

LOTS 1 THROUGH 10 IN BALDWIN AND WALKER'S SUBDIVISION OF LOTS 16, 21 AND 12 IN SLOCK 7, IN COOR AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHFAST 1/4 OF SECTION 14, TORNISHIP 39 HORTH, NAMED 13 EAST OF THE THIRD PRINCIPAL MEETIDING, IN COCK COURT, FLLINGIS

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