

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "**Agreement**") is made and entered into as of February 6, 2015, by and among the City of Chicago, an Illinois municipal corporation ("**City**") by and through its Department of Planning and Development and Accretive Health, Inc., a Delaware corporation (the "**Developer**").

RECITALS

A. The Developer entered into the Accretive Health, Inc., Redevelopment Agreement dated as of November 18, 2011 (the "**RDA**"; capitalized terms not otherwise defined in this Agreement having the meanings given them in the RDA) and recorded on November 21, 2011 with the Cook County Recorder of Deeds as document number 1132531040.

B. Pursuant to the RDA, the Developer agreed, among other things, to comply with the Operating Covenant and the Jobs Covenant, and the City agreed, among other things, to provide tax increment financing in an amount up to \$6,000,000 as described in the RDA (the "**City Funds**") to reimburse the Developer for certain costs it incurred pursuant to the RDA.

C. The Developer has advised the City that the Developer no longer expects to meet the required thresholds contained in the RDA and as a result that the Developer would not seek any payments of City Funds. No City Funds have been paid to the Developer.

D. The Developer has requested that the City agree to terminate the RDA. As a complete and final remedy under Section 15.02 of the RDA, the City has agreed to terminate the RDA on the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual covenants and agreements herein set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are acknowledged by each of the parties hereto to be true and correct and are incorporated into this Agreement by this reference.

2. Termination. The City shall terminate and cancel the RDA effective as of the date hereof (the "**Termination Date**"). On the Termination Date, the RDA shall be deemed to have expired by lapse of time as if the Termination Date was the termination date or expiration date set forth in such agreement, including the expiration of the "Term of the Agreement" (as defined in the RDA).

3. Release of Redevelopment Agreement. Upon the execution of this Agreement, the City shall execute a Release of Redevelopment Agreement of even date herewith and substantially in the form attached hereto as Exhibit A (the "**Release**") and deliver the Release to Developer for recording in accordance with Section 10 below.

4. Headings. The headings of the sections or the subsections in this Agreement are for convenience only and shall not be relevant for purposes of interpretation of the provisions of this Agreement.

5. Entire Agreement; Amendment; No Waiver. This Agreement is made up of the body of the agreement and the exhibit attached hereto, all of which are hereby incorporated by reference into the body hereof. There are no other agreements between the parties with respect to the matters covered by this Agreement, and any prior agreements with respect to such matters are superseded, except to the extent any provision of this Agreement provides otherwise. This Agreement may not be altered, amended, changed, terminated, or modified in any material respect without the express, written consent of the parties hereto. No waiver by any party hereto of any breach or default hereunder shall be deemed a waiver of any other or subsequent breach or default.

6. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois (without regard to Illinois law regarding choice of law).

7. Binding Effect/Counterparts/Authority. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors, personal representatives and assigns. This Agreement may be executed by the parties signing different counterparts of this Agreement, which counterparts together shall constitute the Agreement of the parties. Each party hereto represents and warrants that its undersigned representative has full authority and capacity to execute this Agreement on that party's behalf.

8. Interpretation of Termination Agreement. In the event of any conflict between the RDA and this Agreement, the terms of this Agreement shall control.


9. Time. Time is of the essence in the performance of the respective obligations of the parties contained in this Agreement.

10. Recording and Filing. Developer shall cause the Release to be recorded and filed on the date hereof against the Property legally described in Exhibit A hereto in the conveyance and real property records of the county in which the Property is located. Developer shall pay all fees and charges incurred in connection with any such recording.

11. No Business Relationship with City Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion of any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to the Release or this Agreement or in connection with the transactions contemplated hereby and thereby, shall be grounds for termination of the Release and this Agreement and the transactions contemplated hereby and thereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to the Release or this Agreement or the transactions contemplated thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date as set forth above.

CITY OF CHICAGO, an Illinois municipal corporation

By:  _____
Name: Andrew J. Mooney
Its: Commissioner, Department of Planning and Development

ACCRETIVE HEALTH, INC., a Delaware corporation

By: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the date as set forth above.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Name: Andrew J. Mooney
Its: Commissioner, Department of Planning and Development

ACCRETIVE HEALTH, INC., a Delaware corporation

By: *D. Zaccardo*
Its: DAN ZACCARDO, SVP,
SECRETARY and GENERAL COUNSEL

EXHIBIT A

Release of Redevelopment Agreement

[Attached]

THIS INSTRUMENT WAS PREPARED
BY AND MAIL AFTER RECORDING
TO:

Scott D. Fehlan
City of Chicago
Department of Law
121 N LaSalle St, Suite 600
Chicago, Illinois 60602

RELEASE OF REDEVELOPMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF CHICAGO, an Illinois municipal corporation ("City"), having its principal office at City Hall, Chicago, Illinois 60602, for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, CONVEY, and QUIT CLAIM all its right, title, interest, claim or demand whatsoever under and in connection with the following document encumbering the premises situated in the County of Cook, State of Illinois and described on Exhibit A attached hereto and made a part hereof, together with all the appurtenances and privileges thereunto belonging or appertaining (the "Property"):

Accretive Health, Inc., Redevelopment Agreement dated as of November 18, 2011, by and between the City, by and through its Department of Planning and Development and Accretive Health, Inc., a Delaware corporation, and recorded on November 21, 2011 with the Cook County Recorder of Deeds as document number 1132531040.

Street Address: 401 North Michigan Avenue, Chicago, Illinois

PIN:

17-10-216-039-0000

Street Address:

231 South LaSalle St., Chicago, Illinois

PINS:

17-16-222-006-0000

17-16-222-010-0000

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Release is executed this 6th day of February, 2015.

CITY OF CHICAGO, an Illinois municipal corporation

By: [Signature]
Andrew J. Mooney, Commissioner
Department of Planning and Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Patricia Sulewski, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Mooney, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), 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 he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 2nd day of Feb., 2015.



Patricia Sulewski
NOTARY PUBLIC

Commission Expires 5/7/18

EXHIBIT A

Legal Description

HEADQUARTERS

PARCEL 1:

That part of Water Lot 24 in Kinzies Addition to Chicago, lying North of present Channel of the Chicago River, in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, (excepting from said Lot 24 that part thereof described as follows:

Beginning at the Northwestern corner of said Water Lot 24; thence Easterly along Southerly line of East North Water Street to a point 23.32 feet Easterly of the Northwest corner of said Water Lot 24; thence Southerly parallel to Easterly line of said Water Lot 24 to the Northerly line of Chicago River Channel; thence Westerly along said Northerly line of Chicago River Channel to the Westerly line of said Water Lot 24; thence Northerly along the Westerly line of said Water Lot 24 to the place of beginning);

ALSO

PARCEL 2:

Those parts of Water Lots 25, 26 and 27 lying North of the present Channel of the Chicago River, all in Kinzies Addition to Chicago being in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian:

ALSO

PARCEL 3:

Those parts of Water Lots 28, 29 and the Westerly 8 1/2 feet of Water Lot 30 all lying North of present Channel of Chicago River all in Kinzies Addition to Chicago being in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian;

EXCEPTING AND EXCLUDING from the above 3 parcels that part of said Water Lots 24, 25, 26, 27, 28, 29 and of the westerly 8 1/2 feet of Water Lot 30 dedicated for street said dedicated part being described as follows:

All those parts of Water Lots 24, 25, 26, 27, 28, 29 and 30 of Kinzies Addition to Chicago aforementioned beginning at the point of intersection of the Northerly line of Water Lot 24 with the Easterly line of North Michigan Avenue as widened, said point being 36.81 feet more or less Southwesterly of the Northeasterly corner of said Water Lot 24; thence Southeasterly along a line (said line being Easterly line of North Michigan Avenue as widened) which forms an angle of 90 degrees 11 minutes and 42 seconds Easterly to Southerly with Northerly line of said Lots (same being identical with Southerly line of East North Water Street) a distance of 2 feet; thence Northeasterly along a straight line a distance of 345.69 feet to the point of intersection of the Northerly line of said Water Lot 30 and Easterly line of the Westerly 8.5 feet of said Water Lot 30; thence Westerly along Northerly line of said Water Lots 24 to 30 both inclusive (the same

being identical with the Southerly line of East North Water Street) a distance of 345.64 feet to the place of beginning), in Cook County, Illinois;

AND FURTHER EXCEPTING AND EXCLUDING from Parcel 3 the following described property:

The property and space in that part of Water Lot 29, and the Westerly 8.50 feet of Water Lot 30, in Kinzie's Addition to Chicago, in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, said property and space lying above a horizontal plane having an elevation of 34.92 feet above Chicago City Datum and lying within the boundaries projected vertically upward of said property and space described as follows:

Commencing on the Northerly line of Water Lot 30, aforesaid, (said Northerly line being also the Southerly line of E. North Water Street) at the intersection of said line with the Easterly line of the Westerly 8.50 feet of said Water Lot 30, and running

Thence South 12 degrees 09 minutes 22 seconds East along said Easterly line of the Westerly 8.50 feet, (said Easterly line being also the Westerly line of Lot 2 in Cityfront Center, (being a resubdivision in the North Fraction of Section 10, aforesaid) a distance of 34.638 feet to the point of beginning for that part of said property and space hereinafter described;

Thence continuing South 12 degrees 09 minutes 22 seconds East along said last described line, a distance of 247.002 feet, to an intersection with a straight line which is perpendicular to the Southward extension of the East line of said Lot 2, (said East line being also the West line of Lot 3 in said Cityfront Resubdivision) at a point 304.767 feet South of the most Northerly corner of said Lot 2;

Thence West along said perpendicular line, a distance of 20.459 feet to an intersection with a line which is 20.00 feet Westerly from and parallel with the aforementioned Easterly line of the Westerly 8.50 feet of said Water Lot 30;

Thence North 12 degrees 09 minutes 22 seconds West along last described parallel line, a distance of 247.002 feet and

Thence East along a straight line, a distance of 20.459 feet to the point of beginning, in Cook County, Illinois.

Street Address:

401 North Michigan Avenue, Chicago, Illinois

P.L.N.:

17-10-216-039-0000

TRAINING CENTER

PARCEL 1:

LOTS 15 THROUGH 22 AND 25 THROUGH 32 (EXCEPT THAT PART OF LOTS 22 AND 25 TAKEN FOR THE EXTENSION OF SOUTH LASALLE STREET) AND THE WEST 1/2 OF THE VACATED ALLEY LYING EAST AND ADJOINING LOTS 15 AND 32 IN PECK AND OTHERS SUBDIVISION OF BLOCK 116 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF WEST QUINCY STREET LYING NORTH OF AND ADJOINING THE NORTH LINE OF PARCEL 1 AFORESAID, AND LYING WEST OF THE EAST LINE OF THE SAID WEST 1/2 OF VACATED ALLEY EXTENDED NORTH AND EAST OF THE EAST LINE OF SOUTH LASALLE STREET EXTENDED NORTH.

PARCEL 3:

THAT PART OF THE NORTH 1/2 OF WEST JACKSON STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF PARCEL 1 AFORESAID, AND LYING WEST OF THE EAST LINE OF SAID WEST 1/2 OF VACATED ALLEY EXTENDED SOUTH AND EAST OF THE EAST LINE OF SOUTH LASALLE STREET EXTENDED SOUTH.

PARCEL 4:

THE EAST 1/2 OF SOUTH LASALLE STREET LYING WEST OF AND ADJOINING THE WEST LINES OF PARCELS 1, 2 AND 3.

PARCEL 5:

LOTS 8 THROUGH 14 AND THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOTS 8 THROUGH 14 IN PECK AND OTHERS SUBDIVISION OF BLOCK 116 IN SCHOOL ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE SOUTH 1/2 OF WEST QUINCY STREET LYING NORTH OF AND ADJOINING THE NORTH LINE OF PARCEL 5 AFORESAID, AND LYING WEST OF THE WEST LINE OF SOUTH CLARK STREET EXTENDED NORTH AND EAST OF THE WEST LINE OF SAID EAST 1/2 OF VACATED ALLEY EXTENDED NORTH.

PARCEL 7:

THAT PART OF THE NORTH 1/2 OF WEST JACKSON STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF PARCEL 5 AFORESAID, AND LYING WEST OF THE WEST LINE OF SOUTH CLARK STREET EXTENDED SOUTH AND EAST OF THE WEST

LINE OF SAID EAST 1/2 OF VACATED ALLEY EXTENDED SOUTH.

PARCEL 8:

THE WEST 1/2 OF SOUTH CLARK STREET LYING EAST OF AND ADJOINING THE EAST LINES OF PARCELS 5, 6, AND 7.

PINS:

17-16-222-006-0000

17-16-222-010-0000

STREET ADDRESS:

231 South LaSalle St., Chicago, IL 60604