

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this “**Agreement**”) is made and entered into as of May 17, 2019, by and among the City of Chicago, an Illinois municipal corporation (“**City**”), by and through its Department of Planning and Development, and Presence Care Transformation Corporation, an Illinois not-for-profit corporation (the “**Developer**”).

RECITALS

A. The Developer entered into the Presence Care Transformation Corporation Redevelopment Agreement dated as of June 29, 2018 (the “**RDA**”; capitalized terms not otherwise defined in this Agreement having the meanings given them in the RDA) and recorded on June 29, 2018 with the Cook County Recorder of Deeds as document number 1818022051.

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 \$5,553,009 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 seek a Certificate of Completion of Construction described 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, and 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 parties 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). Such termination is in lieu of any remedies the parties have under the Agreement (including without limitation Section 15.02 thereof).

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. The Release shall serve as the notice of termination contemplated in Section 7.04 of the RDA.

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 promptly 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: David L. Reifman

Its: Commissioner, Department of Planning and Development

PRESENCE CARE TRANSFORMATION CORPORATION,
an Illinois not-for-profit 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: David L. Reifman
Its: Commissioner, Department of Planning and Development

PRESENCE CARE TRANSFORMATION CORPORATION,
an Illinois not-for-profit corporation

By: Amita Health, as agent for PCTC
Its: [Signature], EVP/CLO

EXHIBIT A

Release of Redevelopment Agreement

[Attached]

THIS INSTRUMENT WAS PREPARED
BY AND MAIL AFTER RECORDING
TO:

Keith A. May
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:

Presence Care Transformation Corporation Redevelopment Agreement dated as of June 29, 2018, by and between the City, through its Department of Planning and Development, and Presence Care Transformation Corporation, an Illinois not-for-profit corporation, and recorded on June 29, 2018 with the Cook County Recorder of Deeds as document number 1818022051.

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").

Street Address: 200 South Wacker Drive, Chicago, Illinois

PIN: 17-16-214-002-0000

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Release is executed this 17th day of May, 2019.

CITY OF CHICAGO, an Illinois municipal corporation

By: [Signature]
David L. Reifman, Commissioner
Department of Planning and Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, LYNETTE ELIAS WILSON, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David L. Reifman, 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 17th day of May, 2019.

[Signature]
NOTARY PUBLIC

Commission Expires 6/6/2022

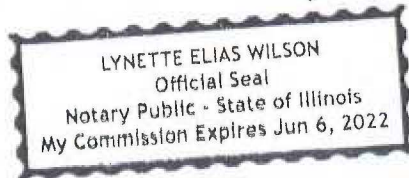


EXHIBIT A

Legal Description

THAT PART OF LOTS 13 AND 14 IN BLOCK 83 IN RESUBDIVISION OF BLOCKS 83, 92 AND 140 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 13, THENCE SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF SAID LOT 13 (ALSO BEING THE SOUTH LINE OF WEST ADAMS STREET), 54.00 FEET TO THE WEST LINE OF SOUTH WACKER DRIVE, AS DEDICATED, AND THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH 0 DEGREES 13 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SOUTH WACKER DRIVE, 166.04 FEET TO THE SOUTH LINE OF SAID LOT 14 (ALSO BEING THE NORTH LINE OF WEST QUINCY STREET); THENCE NORTH 89 DEGREES 57 MINUTES 40 SECOND WEST ALONG THE SOUTH LINE OF SAID LOT 14, 148.00 FEET TO A POINT, THENCE NORTH 9 DEGREES 47 MINUTES 46 SECONDS WEST, 84.20 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 14; THENCE NORTH 10 DEGREES 27 MINUTES 59 SECONDS WEST, 84.36 FEET TO THE NORTH LINE OF SAID LOT 13; THENCE NORTH 90 DEGREES EAST ALONG THE NORTH LINE OF SAID LOT 13, 177.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Index Number: 17-16-214-002-0000

Address: 200 South Wacker Drive, Chicago, Illinois