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COOK COUNTY  
RECORDER

UNOFFICIAL COPY

EUGENE "GENE" MOORE  
SKOKIE OFFICE

0010938519

6687/0032 87 006 Page 1 of 8  
2001-10-10 15:28:10  
Cook County Recorder 35.50

DRAFTED AT THE REQUEST OF  
~~AND WHEN RECORDED MAIL TO:~~

Ruth S. Perfido, Esq.  
Reed Smith LLP  
375 Park Avenue  
17th Floor  
New York, NY 10152



LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Agreement"), made as of this <sup>26<sup>th</sup></sup> day of September, 2001, by and between BB PROPERTY COMPANY, a Nebraska general partnership ("Landlord"), having an address c/o W. P. Carey & Co. LLC, 50 Rockefeller Plaza, Second Floor, New York, New York 10020, Original Tenant (as defined below), having an address at 7075 Flying Cloud Drive, Eden Prairie, Minnesota 55344, and BEST BUY STORES, L.P., a Delaware limited partnership ("Tenant"), having an address at 7075 Flying Cloud Drive, Eden Prairie, Minnesota 55344.

WITNESSETH:

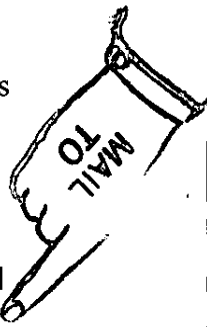
WHEREAS, Landlord and Best Buy Co., Inc. ("Original Tenant") entered into a Lease dated as of April 15, 1993, a memorandum of which was recorded with the real property records of Cook County, State of Illinois, on April 27, 1993 as Document No. 93309379, pursuant to which Lease Landlord leased to Original Tenant certain premises located in Madison, Wisconsin, Omaha, Nebraska, Plano, Texas, El Paso, Texas, Bloomingdale, Illinois, Ford City, Illinois, Aurora, Illinois, and Denver, Colorado, all as described in Exhibit "A" attached hereto (collectively, the "Release Properties"), and an additional nine (9) properties (the "Remaining Properties"), and, together with the Release Properties, collectively, the "Original Properties").

WHEREAS, Landlord and Original Tenant thereafter executed a First Amendment to Lease, dated as of June 14, 1994, and a Second Amendment to Lease dated as of April 21, 1995.

WHEREAS, by Assignment and Assumption of Lease, dated as of January 4, 1996, Original Tenant assigned to Tenant all of its right, title and interest in and to said Lease, as amended, Tenant assumed all of the Original Tenant's obligations and liabilities thereunder, and Original Tenant acknowledged that its obligations under said Lease, as amended, would continue.

③ Return To:

LAW TITLE - NATIONAL DIVISION  
402 Countryside Ctr  
Yorkville, IL 60560



[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

3. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

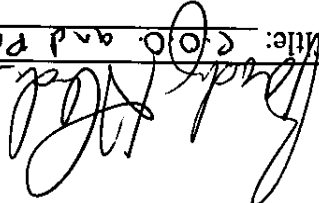
2. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

1. The Existing Lease and all provisions set forth therein are hereby terminated with respect to the Release Properties and neither Tenant nor Original Tenant or Landlord shall have any further obligations or liabilities under the Existing Lease with respect to the Release Properties; provided that, nothing herein is intended or shall be deemed to terminate, or act as a release of Landlord, Original Tenant or Tenant from any obligations or indemnities expressly set forth in the Existing Lease or any other agreement among Tenant, Original Tenant and Landlord to survive the termination, cancellation or expiration thereof with respect to the Release Properties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Landlord and Tenant hereby agree as follows:

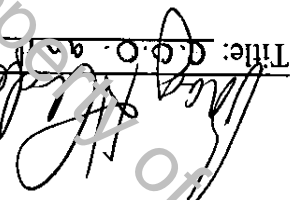
WHEREAS, Landlord, Tenant and Original Tenant have agreed to substitute three (3) new properties for the Release Properties and, in connection with such substitution to terminate the Existing Lease with respect to the Release Properties.

WHEREAS, Landlord, Tenant and Original Tenant executed a Third Amendment to Lease, dated as of March 1, 1997, a Fourth Amendment to Lease, dated as of June 9, 1997, a Fifth Amendment to Lease, dated as of December 14, 1999, and a Sixth Amendment to Lease, dated as of February 6, 2001 (said Lease, as amended, the "Existing Lease").

By:   
Title: ~~CEO and President~~

BEST BUY CO., INC.

ORIGINAL TENANT:

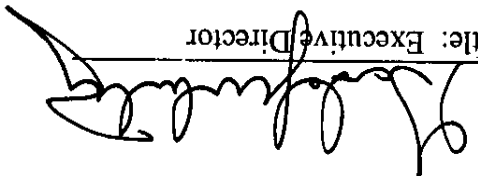
By:   
Title: ~~CEO and President~~

General Partner

By: BBC PROPERTY CO.,

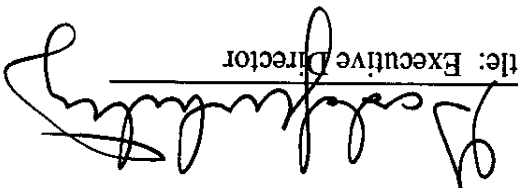
BEST BUY STORES, L.P.

TENANT:

By:   
Title: ~~Executive Director~~

General Partner

By: BBC (NE) QRS 12-2, INC.,

By:   
Title: ~~Executive Director~~

General Partner

By: BBC (NE) QRS 11-18, INC.,

BB PROPERTY COMPANY

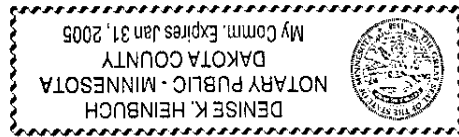
LANDLORD:

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

Proprietary Information  
County Clerk's Office

# UNOFFICIAL COPY

My Commission Expires: January 31, 2005



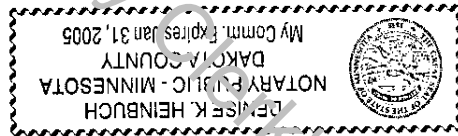
Notary Public  
*[Signature]*  
Before me,

On this the 24 day of Sept., 2001 personally appeared, before me, the undersigned officer, the within named Bradbury H. Anderson, who acknowledged him/herself to be the Pres. + COO of BBC Property Co., a Minnesota corporation, and that being authorized so to do, executed the foregoing instrument to be their free act and deed in said capacity and the free act and deed of said corporation.

County of Hennepin

State of Minnesota

My Commission Expires: January 31, 2005



Notary Public  
*[Signature]*  
Before me,

On this the 24 day of Sept., 2001 personally appeared, before me, the undersigned officer, the within named Bradbury H. Anderson, who acknowledged him/herself to be the Pres. + COO of BBC Property Co., a Minnesota corporation and the sole General Partner of Best Buy Stores, L.P., a Delaware limited partnership, and that being authorized so to do, executed the foregoing instrument to be their free act and deed in said capacity and the free act and deed of said corporation in its capacity as General Partner of Best Buy Stores, L.P.

County of Hennepin

State of Minnesota

UNOFFICIAL COPY

WERNER S. ACHATZ  
Notary Public, State Of New York  
No. 31-5052556  
Qualified in New York County  
Commission Expires 1-21-2002

Notary Public



On the 21<sup>st</sup> day of September in the year 2001 before me, the undersigned, a notary public in and for said State, personally appeared George S. Whiting personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

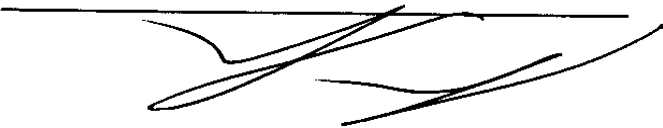
COUNTY OF NEW YORK )

) ss.:

STATE OF NEW YORK )

WERNER S. ACHATZ  
Notary Public, State Of New York  
No. 31-5052556  
Qualified in New York County  
Commission Expires 1-21-2002

Notary Public



On the 21<sup>st</sup> day of September in the year 2001 before me, the undersigned, a notary public in and for said State, personally appeared George S. Whiting personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

COUNTY OF NEW YORK )

) ss.:

STATE OF NEW YORK )

# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

[attached hereto]

Legal Description

EXHIBIT "A"

## FORD CITY (BEDFORD PARK) ILLINOIS

### PARCEL 1

Lot 1 in Bedford City Square Resubdivision of part of the Northeast quarter (1/4) of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, recorded June 10, 1992 as Document Number 92413208, in Cook County, Illinois, plat of resubdivision, being more particularly described as follows, to-wit:

That part of the Northeast quarter of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at a point on the North line of said Northeast 1/4, said point being 32.00 feet, as measured along said North line, West of the Northeast corner of said Northeast 1/4; the North line of said Northeast 1/4 having an assumed bearing of North 89 degrees 31 minutes 46 seconds West for this legal description; thence South 03 degrees 13 minutes 54 seconds East along the West line of South Cicero Avenue, 443.47 feet to a point on a line 57.00 feet, as measured at right angles, West of and parallel with the East line of said Northeast 1/4, said point being 442.54 feet, as measured at right angles, South of the North line of said Northeast 1/4; thence South 00 degrees 00 minutes 00 seconds East along the West line of South Cicero Avenue, being a line 57.00 feet, as measured at right angles, West of and parallel with the East line of said Northeast 1/4, 237.47 feet to an intersection with a line 680.00 feet, as measured at right angles, South of and parallel with the North line of said Northeast 1/4; thence North 89 degrees 31 minutes 46 seconds West along said last described parallel line, 3.00 feet to an intersection with a line 60.00 feet, as measured at right angles, West of and parallel with the East line of said Northeast 1/4; thence South 00 degrees 00 minutes 00 seconds East along said last described parallel line, 45.00 feet to an intersection with a line 725.00 feet, as measured at right angles, south of and parallel with the North line of said Northeast 1/4, said point of intersection being the place of beginning; thence North 89 degrees 31 minutes 46 seconds West along said last described parallel line, 97.00 feet to a point of curvature; thence Southwesterly along a curved line convex Northwesterly, having a radius of 340.00 feet and being tangent to said last described line at said last described point, an arc distance of 110.62 feet to a point of reverse curvature (the chord of said arc bears South 81 degrees 09 minutes 00 seconds West, 110.13 feet); thence Southwesterly along a curved line convex Southeasterly, having a radius of 575.00 feet and

being tangent to said last described curved line at said last described point, an arc distance of 187.07 feet to a point of tangency (the chord of said arc bears South 81 degrees 09 minutes 00 seconds West, 186.25 feet); thence North 89 degrees 31 minutes 46 seconds West tangent to said last described curved line at said last described point, 63.75 feet; thence South 00 degrees, 28 minutes 14 seconds West, 210.00 feet to an intersection with a line 983.00 feet, as measured at right angles, South of and parallel with the North line of said Northeast 1/4; thence South 89 degrees 31 minutes 46 seconds East along said last described parallel line, 450.61 feet to an intersection with the Westerly line of South Cicero Avenue as widened per instrument recorded as Document No. 85113628; thence North 03 degrees 26 minutes 23 seconds East along said Westerly line of South Cicero Avenue as widened per instrument recorded as Document No. 85113628, 78.83 feet to an angle point in said line; thence North 00 degrees 00 minutes 00 seconds East along said Westerly line of South Cicero Avenue as widened per instrument recorded as Document No. 85113628 and along said Westerly line extended Northerly, being a line 60.00 feet, as measured at right angles West of and parallel with the East line of said Northeast 1/4, 179.28 feet to the place of beginning, in Cook County, Illinois.

PERMANENT TAX INDEX NO.: 19-28-201-016, Volume 189.

Address: 7220 S. Cicero Avenue, Bedford Park, Illinois

PARCEL 2

Non-Exclusive Easement for the benefit of Parcel 1, for ingress and egress, as created by agreement between Dayton Hudson Corporation and American National Bank and Trust Company of Chicago, as Trustee under Trust Number 113337-05, dated February 12, 1992 and recorded February 20, 1992 as Document Number 92-106810, across the driveway areas with the following parcel:

Lots 2, 3 and 4 in Bedford City Square, being a subdivision in the Northeast quarter of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded February 20, 1992, with the Recorder of Deeds of Cook County, Illinois, as Document Number 92-106818.

SCHEDULE "A"