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Doc#: 0325532164
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 09/12/2003 10:58 AM Pg: 1 of 5

LEASE TERMINATION AGREEMENT

03-13797
275

(Fee Store #194)

THIS LEASE TERMINATION AGREEMENT is made as of August 11, 2003, by and between OTG 3, LLC, a Delaware Limited Liability Company ("Landlord"), and CLARK RETAIL ENTERPRISES, INC., a Delaware corporation, formerly known as OTG, INC. ("Tenant").

RECITALS

A. Tenant and Landlord entered into a lease whereby Tenant leased from Landlord the premises located at 12932 S Ashland Ave., Blue Island, IL and more fully described on Exhibit A hereto (the "Premises").

B. Such lease of the Premises is evidenced by the Memorandum of Lease recorded at Document Number 99765557 in the real property records of Cook County, IL (the "Lease").

C. In connection with the sale of the Premises by Landlord pursuant to the Bid Offer Form and Purchase and Sale Agreement relating to the Premises, as amended or assigned, by and among Landlord, Tenant and the other party or parties named therein (the "Purchase Agreement"), Landlord and Tenant desire to terminate the Lease with respect to the Premises.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

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1. Termination. The Lease shall terminate (the "Termination") on the date hereof (the "Termination Date"); provided, however, that the Termination shall not be construed or interpreted as releasing or discharging in any manner the claims expressly retained under Section 4 below.

2. Rent and Other Charges. Tenant shall pay to Landlord, on or prior to the Termination Date, all rent and other charges relating to the Premises, prorated as of the Termination Date.

3. Release of Landlord. Tenant agrees that, upon the Termination, Landlord and its agents and employees shall be fully released and discharged from any and all obligations that may have theretofore arisen or may thereafter arise with respect to the Premises under the Lease.

4. Release of Tenant. Landlord agrees that, upon the Termination, Tenant and its agents and employees shall be fully released and discharged from any and all obligations that may have theretofore arisen or may thereafter arise with respect to the Premises under the Lease; provided, however, that the foregoing release and discharge shall not be construed or interpreted as releasing or discharging Tenant from any claim by an Indemnified Party (as defined in the Lease) based upon the indemnification provisions in the Lease with respect to any Losses (as defined in the Lease) caused by, incurred, or resulting from: (i) Tenant's operations of, or relating in any manner to, the Premises, prior to the date hereof, as a result of fraud, intentional physical waste, misappropriation, gross negligence, intentional misconduct and/or intentional violations of Applicable Regulations (as defined in the Lease), except with respect to any and all Losses arising from, related to, or connected with Environmental Laws (as defined in the Lease); or (ii) any third party claim (including, without limitation, a third party claim arising from, related to, or connected with Environmental Laws) against an Indemnified Party with respect to any matter for which such Indemnified Party is indemnified under the Lease. Nothing herein shall be deemed to be, or construed to be, an allowance or characterization of any claim held by an Indemnified Party that is not released or discharged herein, and each Indemnified Party and Tenant reserve all of their respective rights with respect thereto.

5. Counterparts. This Lease Termination Agreement may be executed in one or more counterparts, each of which is an original and all of which constitute one agreement.

(signature page follows)

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Exhibit A
Store #194

LEGAL DESCRIPTION:

THAT PART OF LOT 1 IN REUSNOW'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT THE SOUTH LINE OF BLUE ISLAND AND RIVERDALE ROAD (COMMONLY KNOWN AS VERMONT STREET) AND THE WEST LINE OF ASHLAND AVENUE; THENCE SOUTH ALONG THE WEST LINE OF SAID ASHLAND AVENUE A DISTANCE OF 200 FEET; THENCE WEST AT RIGHT ANGLES TO AFOREMENTIONED WEST LINE OF ASHLAND AVENUE, A DISTANCE OF 125 FEET; THENCE NORTH PARALLEL TO SAID WEST LINE OF ASHLAND AVENUE TO THE SOUTH LINE OF THE AFOREMENTIONED VERMONT STREET; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF VERMONT STREET TO THE PLACE OF BEGINNING, EXCEPT THAT PART OF LOT 1 CONVEYED TO THE DEPARTMENT OF TRANSPORTATION BY DEED DATED JUNE 5, 1974 AND RECORDED FEBRUARY 20, 1975 AS DOCUMENT 23002500, AND EXCEPT THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS, UNDER CONDEMNATION CASE NO. 93L5 0013, IN CIRCUIT COURT OF COOK COUNTY LAW DIVISION, IN COOK COUNTY, ILLINOIS.

OTG 3, L.L.C., a Delaware Limited Liability Company

Parcel ID: 25-31-217-018-0000

Prepared by: Mael TO

Food Smith, Gregg & Unruh
105W. Adams 26th fl.
Chicago IL 60603

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Store # 194

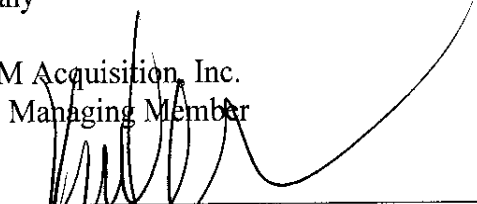
IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement as of the date first written above.

Landlord

OTG 3, LLC, a Delaware Limited Liability Company

By: CM Acquisition, Inc.
Its Managing Member

By:



Name: Karl Goodhouse
Title: Vice President

STATE OF Illinois
COUNTY OF Cook

SS

The foregoing instrument was acknowledged before me this 6th day of August, 2003, by Karl Goodhouse, a Vice President of

CM Acquisition, Inc
on behalf of such entity.


Notary Public

