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Doc#: 0325532175
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 09/12/2003 11:01 AM Pg: 1 of 6

LEASE TERMINATION AGREEMENT

(Fee Store #217)

03-03800

THIS LEASE TERMINATION AGREEMENT is made as of Aug. 19, 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 5836 S HARLEM AVE, SUMMIT, 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 99780356

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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Store #217

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 13 day of August, 2003, by Karl Goodhouse, on behalf of OTG 3, LLC, a Delaware limited liability company.



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Store # 217

Tenant

CLARK RETAIL ENTERPRISES, INC.,
a Delaware corporation

By: 

Name: Karl Goodhouse

Title: Vice President

STATE OF ILLINOIS)

)

ss

COUNTY OF COOK)

)

The foregoing instrument was acknowledged before me this 13 day of August, 2003, by Karl Goodhouse, a Vice President of CLARK RETAIL ENTERPRISES, INC., a Delaware corporation, on behalf of such corporation.


Notary Public


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Exhibit A
Store #217

LEGAL DESCRIPTION:

LOTS 1, 2, 3 AND 4 (EXCEPT THE EASTERLY 17 FEET THEREOF), IN BLOCK 110 IN F. H. BARLETT'S 7TH ADDITION TO BARTLETT'S HIGHLANDS IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

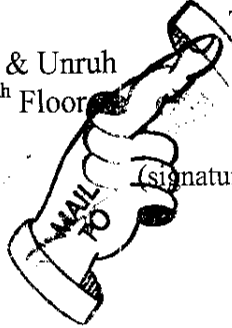
Parcel ID: 18-13-230-048

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This instrument was prepared by: Mail and send subsequent tax bills to:

Kenneth D. Crews
GoodSmith, Gregg & Unruh
105 W. Adams, 26th Floor
Chicago, IL 60603

Tom - Joe Inc
1600 N. Western Ave, Chicago, IL 60647



(signature page follows)

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