

UNOFFICIAL COPY

03-13826, 2 of 3



PREPARED BY AND RETURN TO:
Kenneth D. Crews
GoodSmith, Gregg & Unruh
105 W. Adams
26th Floor
Chicago, IL 60603

Doc#: 0326932045
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 09/28/2003 09:51 AM Pg: 1 of 5

LEASE TERMINATION AGREEMENT

(Fee Store #1006)

THIS LEASE TERMINATION AGREEMENT is made as of August 19, 2003, by and between OTG 1, LLC, a Delaware limited liability company ("Landlord"), and CLARK RETAIL ENTERPRISES, INC., a Delaware corporation, formerly known as DTG, INC. ("Tenant").

RECITALS

A. Tenant and Landlord entered into a lease whereby Tenant leased from Landlord the premises located at 1810 W 35TH ST, CHICAGO, 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:

D 99843594

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:

UNOFFICIAL COPY

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)

UNOFFICIAL COPY

Store #1006

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

Landlord

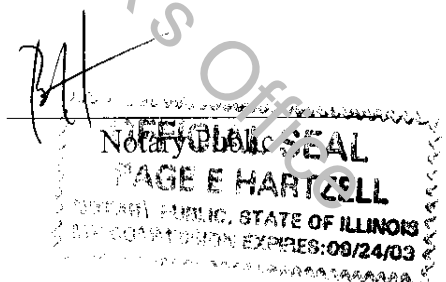
OTG I, LLC, a Delaware limited liability company

By: CM Acquisition, Inc.,
Its Managing Member

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, on behalf of OTG I, LLC, a Delaware limited liability company.



UNOFFICIAL COPY

Store # 1006

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



UNOFFICIAL COPY

Exhibit A
Store #1006

LEGAL DESCRIPTION:

Lots 77, 78 and 79 in Seavern's Subdivision of Block 18 in the Canal Trustees Subdivision of the East 1/2 of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel ID: 17-31-726-027-0000

1810 W 35th St.
Chicago, IL 60609

Property of Cook County Clerk's Office