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Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 09/29/2003 03:12 PM Pg: 1 of 5

Prepared by:

Goodsmith, Gregg & Unruh  
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Sunjit Singh Toor  
3840 Jocelyn Dr.  
Franklin, WI 53132

## LEASE TERMINATION AGREEMENT

CTIC 03-13845

(Fee Store #1555)

THIS LEASE TERMINATION AGREEMENT is made as of Aug 18<sup>th</sup>, 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 1290 RAND ROAD, PALATINE, 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:

D99755696

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 #1555

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: \_\_\_\_\_

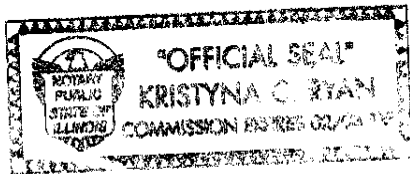
Name: Karl Goodhouse

Title: Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2003, by Karl Goodhouse, on behalf of OTG 3, LLC, a Delaware limited liability company.



Kristyna C. Ryan  
Notary Public

## UNOFFICIAL COPY

Store # 1555

## Tenant

CLARK RETAIL ENTERPRISES, INC.,  
a Delaware corporationBy: 

Name: Karl Goodhouse

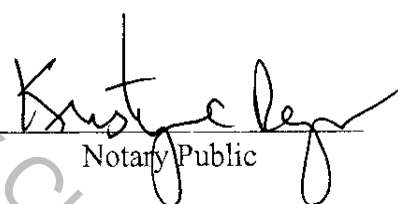
Title: Vice President

STATE OF ILLINOIS )

) ss

COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> 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 #1555

LOT 1 IN FREND SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE EAST 39.94 CHAINS TO THE EAST LINE OF SAID NORTHWEST 1/4 AFORESAID; THENCE SOUTH ON SAID EAST LINE 28.50 CHAINS TO THE CENTER LINE OF RAND ROAD (FORMERLY KNOWN AS CHICAGO AND MC HENRY ROAD) TO THE POINT OF BEGINNING; THENCE NORTH ON LAST DESCRIBED COURSE 397.56 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 197.18 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 263.65 FEET TO THE CENTER LINE OF RAND ROAD; THENCE ALONG SAID CENTER LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel ID: 02-12-101-012-0000

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