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Cook County Recorder of Deeds
Date: 04/12/2007 12:04 PM Pg: 1 of 7

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TERMINATION OF RECORDED TRUST AGREEMENT

Prepared by:
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File Number

06LT2923

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TERMINATION OF RECORDED TRUST AGREEMENT

This Termination of Recorded Trust Agreement (this "Termination Agreement") is made and entered into this 27 day of ~~February~~ ^{March}, 2007, by and among GLENCOE CMX OWNER, LLC, a Delaware limited liability company ("Owner"), GLENCOE CMX MASTER, LLC, a Delaware limited liability company ("Lessee"), and J.P. MORGAN TRUST COMPANY, National Association, as Trustee ("Trustee").

RECITALS

A. Owner, Lessee and Trustee are parties to a certain Recorded Trust Agreement dated as of July 7, 2006, and filed of record on August 3, 2006 as Document No. 0621548064 (the "Trust Agreement"), which establishes certain rights and responsibilities between Owner, Lessee and Trustee related to the establishment a tenancy-in-common regime to govern the ownership of that certain property described in Exhibit A attached hereto, commonly known as 2000 Frontage Road, Glencoe, County of Cook, Illinois (the "Premises").

B. Owner, Lessee and Trustee desire to terminate the Trust Agreement.

NOW, THEREFORE, in consideration of the benefits to be derived herefrom, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, it is hereby agreed as follows:

TERMS

1. Termination of Recorded Trust Agreement. The Trust Agreement is terminated as of the date first set forth above (the "Termination Date"). Owner, Lessee and Trustee hereby waive any and all rights of notice or other conditions to termination, if any, set forth in the Trust Agreement.

2. Miscellaneous.

(a) Entire Agreement. This Termination Agreement, which includes the recitals above, contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings and writings.

(b) Amendment. This Termination Agreement may only be amended by a written instrument that has been duly executed by the signatures of the parties hereto.

(c) Successors and Assigns. This Termination Agreement will inure to the benefit of and bind the permitted successors, assigns, heirs, and personal representatives of the parties.

(d) Applicable Law. This Termination Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois without reference to its conflict of law principles.

(e) Captions. Captions and section headings are used herein for convenience only. They are not part of this Termination Agreement and shall not be used in construing it.

(f) Further Assurances. From time to time prior to, at, and after the Termination Date, each party hereto will execute all such instruments and take all such actions as any other party reasonably requests in connection with the consummation of the transactions contemplated by this Termination Agreement.

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(g) Counterparts. This Termination Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, this Termination Agreement is executed by Owner as of the date first set forth above.

Owner:

GLENCOE CMX OWNER, LLC,
a Delaware limited liability company

By: _____

Wayne R. Hannah, III
Wayne R. Hannah, III, President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

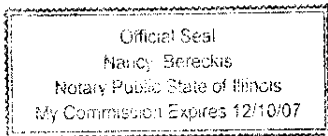
This instrument was acknowledged before me this 22 day of January, 2007, by Wayne R. Hannah III, as President of Glencoe CMX Owner, LLC, a Delaware limited liability company.

My Commission expires:

Witness my hand and official seal.

Nancy Bereckis

Notary Public



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IN WITNESS WHEREOF, this Termination Agreement is executed by Lessee as of the date first set forth above.

Lessee:

GLENCOE CMX MASTER, LLC,
a Delaware limited liability company

By: _____

Wayne R. Hannah, III
Wayne R. Hannah, III, President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

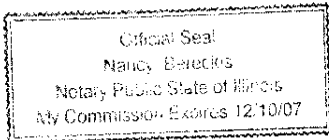
This instrument was acknowledged before me this 22 day of January, 2007, by Wayne R. Hannah III, as President of Glencoe CMX Master, LLC, a Delaware limited liability company.

My Commission expires:

Witness my hand and official seal.

Nancy Beredici

Notary Public



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IN WITNESS WHEREOF, this Termination Agreement is executed by Trustee as of the date first set forth above.

Trustee:

J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: [Signature]
Name: KEVIN M. RYAN
Its: Vice President

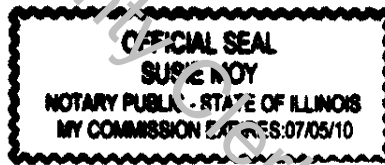
STATE OF IL)
COUNTY OF COOK) ss.

This instrument was acknowledged before me this 31st day of January, 2007, by KEVIN M. RYAN of J.P. Morgan Trust Company, National Association.

My Commission expires:

Witness my hand and official seal.

[Signature]
Notary Public



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EXHIBIT A

PROPERTY DESCRIPTION

CAR-016
CarMax Glencoe
2000 Frontage Road
Glencoe, Illinois

PARCEL 1: LOT 1 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "RESUBDIVISION OF LOT 2 OF VILLAGE FRONTAGE SUBDIVISION", A RESUBDIVISION IN THE SOUTH HALF OF THE NORTH HALF OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED AS DOCUMENT NUMBER 0011209603.

04-13-112 - 044-0000