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PREPARED BY AND AFTER
RECORDING, MAIL TO:

Levenfeld Pearlstein, LLC
2 N. LaSalle Street, Suite 1300
Chicago, Illinois 60602
Attn: Michael Tuchman, Esq.



Doc#: 0734057030 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/06/2007 09:36 AM Pg: 1 of 4

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LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Agreement") is executed as of December 3, 2007, between 918-924 BELMONT, LLC, an Illinois limited liability company ("Landlord") and 918-924 BELMONT, LLC, an Illinois limited liability company ("Tenant").

RECITALS:

A. Whereas Landlord, as successor to 922-924 THC LLC, an Illinois limited liability company and 918-920 THC LLC, an Illinois limited liability company, entered into that certain Lease ("Ground Lease") dated September 29, 2005 and recorded October 14, 2005 as Document No. 0528747067 with the Cook County Recorder of Illinois, pursuant to which Tenant, as successor to Wilmont Development, LLC, an Illinois limited liability company, has a leasehold interest in the real property commonly known as 918-924 West Belmont, Chicago, Illinois (the "Property") and legally described on Exhibit "A"

C. Whereas Landlord and Tenant are also the fee owner of the Property legally described on Exhibit "B" attached hereto and made a part hereof.

C. Whereas it is the intention of Landlord and Tenant to terminate the Ground Lease.

AGREEMENTS:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Termination of Lease.** The Lease is hereby terminated effective as of date hereof (the "Termination Date").

2. **Entire Agreement.** This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof and no prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended except by an express agreement in writing signed by the parties hereto or their respective successors in interest.

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3. **Invalidity.** If any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

4. **Binding Effect; Controlling Agreement; Governing Law.** The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their transferees, representatives, successors and assigns. In the event of a conflict between the terms and provisions of this Agreement and those contained in the Ground Lease, the terms and provisions of this Agreement shall control. This Agreement and the rights and duties of the parties hereto shall be controlled by and interpreted in accordance with the laws of the State of Illinois.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

Property of Cook County Clerk's Office

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The parties hereto have executed this Agreement as of the date first written above.

LANDLORD:
918-924 BELMONT, LLC,
an Illinois limited liability company

TENANT:
918-924 BELMONT, LLC,
an Illinois limited liability company

By: David S. LaBunski
Name: David S. LaBunski
Its: Manager

By: David S. LaBunski
Name: David S. LaBunski
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that David S. LaBunski, personally known to me to be the Manager/Member of 918-924 Belmont, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Member/Manager he signed and delivered the said instrument pursuant to authority, given by the Operating Agreement of said Company as his free and voluntary act, and as the free and voluntary act of the Company.

Given under my hand and official seal this 3 day of December, 2007.

All
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that David S. LaBunski, personally known to me to be the Manager/Member of 918-924 Belmont, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Member/Manager he signed and delivered the said instrument pursuant to authority, given by the Operating Agreement of said Company as his free and voluntary act, and as the free and voluntary act of the Company.

Given under my hand and official seal this 3 day of December, 2007.

All
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: LOTS 19 AND 20 IN THE SUBDIVISION OF LOT 1 IN THE RESUBDIVISION OF BLOCK 2 IN HAMBLETON, WESTON AND DAVIS SUBDIVISION OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 21 AND 22 IN M.L. SCHUDDERS JR SUBDIVISION OF LOT 1 IN THE RESUBDIVISION OF BLOCK 2 IN HAMBLETON, WESTON AND DAVIS SUBDIVISION OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-20-426-016-0000; 14-20-426-017-0000

COMMON ADDRESS: 918-924 W. Belmont, Chicago, Illinois 60657