

Store 2199
Grand & Pulaski
Chicago, IL

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Doc#: 0931329052 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/09/2009 02:45 PM Pg: 1 of 5

This document prepared by
and after recording deliver to:

Thomas H. Page
Barack Ferrazzano Kirschbaum
& Nagelberg LLP
200 West Madison Street
Suite 3900
Chicago, Illinois 60606

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Agreement") is made and entered into as of the 31st day of August, 2009, by and between CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to Amalgamated Bank of Chicago, as Trustee under a Trust Agreement dated December 28, 1988 and known as Trust No. 5406 ("Landlord"), and BOND DRUG COMPANY OF ILLINOIS, LLC, an Illinois limited liability company which is the successor in interest to Bond Drug Company of Illinois, an Illinois corporation ("Tenant").

WITNESSETH:

WHEREAS, pursuant to that certain lease dated December 28, 1988, by and between Landlord's predecessor in interest, Chicago Title Land Trust Company, as Successor Trustee to Amalgamated Bank of Chicago, as Trustee under a Trust Agreement dated December 28, 1988 and known as Trust No. 5406, and Tenant's predecessor in interest, Bond Drug Company of Illinois, as modified from time to time (collectively, the "Lease"), which Lease was memorialized of record pursuant to that certain Memorandum of Lease recorded on February 22, 1989 in the Office of the Recorder of Deeds for Cook County, Illinois as document no. 89080653 (the "MOL") and ratified pursuant to Ratification Agreements recorded in the aforesaid Office as document nos. 89451628 and 90439473, Landlord leased to Tenant certain premises, more commonly known as a parking lot adjoining 1360 Pulaski Road, Chicago, Illinois (the "Leased Premises") and legally described in Exhibit A attached to and made a part of this Agreement, as more particularly described in said Lease; and

WHEREAS, Landlord and Tenant desire to terminate the Lease and MOL upon the following terms and conditions.

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NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants and conditions hereinafter provided, it is agreed by and between Landlord and Tenant as follows:

1. The Lease and MOL shall be and hereby are terminated effective as of August 31, 2009 (the "Termination Date"). From and after the Termination Date, except for any obligations or liabilities that have accrued under the Lease on or prior to the Termination Date and not been performed and except further for any obligations or liabilities that survive the termination of the Lease or MOL, neither party shall have any further obligation or liability to the other under the Lease or MOL.

2. On or prior the Termination Date, Tenant shall surrender immediate possession of the Leased Premises to Landlord in the condition required pursuant to the terms of the Lease.

3. This Agreement shall bind and benefit, as the case may require, the heirs, legal representatives, assigns, and successors of the respective parties.

4. Each of the signatories to this Agreement represents and warrants that he/she has all requisite authority to sign on behalf of, and legally bind, the entity for which he/she is signing.

5. The submission of this Agreement for examination and execution shall not bind either party hereto in any manner, nor constitute an offer by either party, and no agreement or other obligation shall arise hereunder until such time as this Agreement is fully executed and delivered by Landlord and Tenant. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Agreement.

6. All provisions of this Agreement have been negotiated by both parties at arm's length, and neither party shall be deemed the scrivener of this Agreement. This Agreement shall not be construed for or against either party by reason of authorship or alleged authorship of any provision.

7. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Chicago Title Land Trust Company, as Trustee of Trust No. 5406, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is

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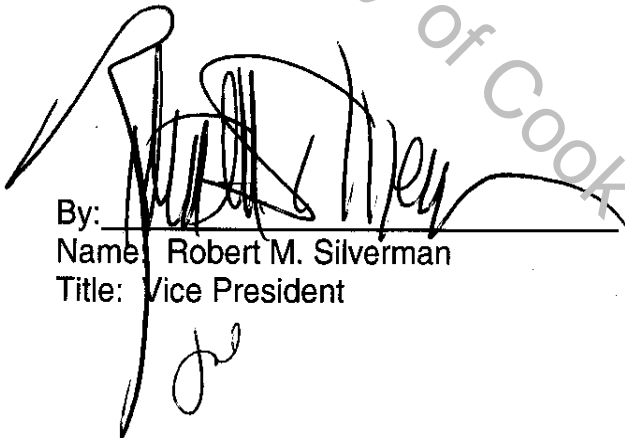
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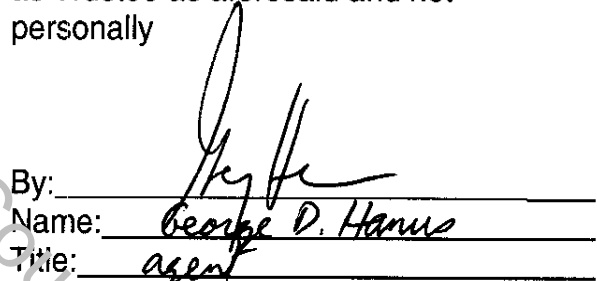
assumed by nor shall at any time be asserted or enforceable against Chicago Title Land Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above written.

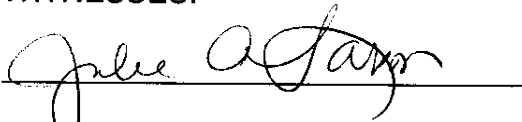
BOND DRUG COMPANY
OF ILLINOIS, LLC

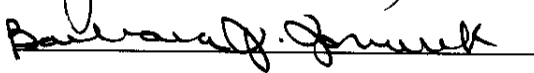
CHICAGO TITLE LAND TRUST
COMPANY, as Successor Trustee to
AMALGAMATED BANK OF CHICAGO,
as Trustee as aforesaid and not
personally


By: _____
Name: Robert M. Silverman
Title: Vice President

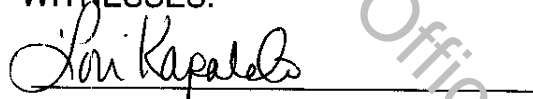

By: _____
Name: George D. Hanus
Title: agent

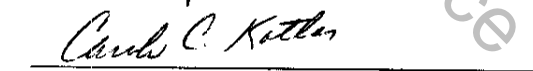
WITNESSES:





WITNESSES:







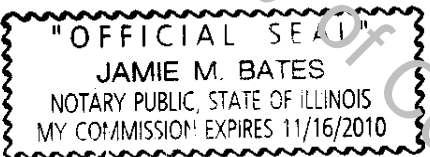
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STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned Notary Public, do hereby certify that Robert M. Silverman, personally known to me to be the Vice President of BOND DRUG COMPANY OF ILLINOIS, LLC, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that, as such Vice President, he signed and delivered said instrument, as his free and voluntary act and as the free and voluntary act and deed of said company, for the purposes therein set forth.

Given under my hand and notarial seal this 5TH day of October, 2009.



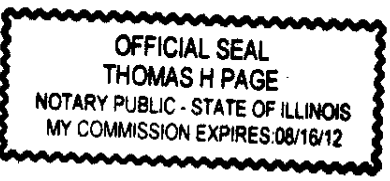
Jamie M Bates
Notary Public

My Commission Expires: 11-16-2010

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Thomas H Page, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that George D. Harris, as agent of CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to AMALGAMATED BANK OF CHICAGO, as Trustee under Trust Agreement dated December 28, 1988 and known as Trust No. 5406, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such agent, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth, and as trustee of the aforesaid trust.

Given under my hand and seal this 6th day of November, 2009.



Thomas H Page
Notary Public

My Commission Expires: _____

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EXHIBIT A

Legal Description

LOTS 11, 12 AND 13 IN BLOCK 1 IN DEMAREST AND KAMERLING'S GRAND AVENUE SUBDIVISION OF THE NORTH ½ OF THE SOUTH EAST ¼ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST

Property Address: Adjacent to 1360 N. Pulaski Road
Chicago, IL

PIN: 16-03-223-014-0000
16-03-223-015-0000

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