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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/22/2016 03:53 PM PG: 1 OF 6

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## LEASE TERMINATION AGREEMENT

DATE: DECEMBER 20, 2016  
LANDLORD: STAG MT. PROSPECT, LLC  
TENANT: THERMO FISHER SCIENTIFIC, INC.  
ADDRESS: 669 WHEELING ROAD  
MT PROSPECT IL  
PIN: 03-35-104-040

AFTER RECORDING RETURN TO:  
JOHN GUNASTI ESQ.  
COMMONWEALTH LAND TITLE INSURANCE CO.  
NATIONAL COMMERCIAL SERVICES  
265 FRANKLIN STREET  
8<sup>TH</sup> FLOOR  
BOSTON MA 02110

8983280 CB 2/2

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## LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Termination Agreement") is made as of this 20<sup>th</sup> day of December, 2016, by and between **STAG MT. PROSPECT, LLC**, a Delaware limited liability company ("Landlord"), and **THERMO FISHER SCIENTIFIC, INC.**, a Delaware corporation ("Tenant").

### RECITALS:

- A. Landlord and Tenant are parties to that certain Lease Agreement dated July, 2011 (the "Lease") whereby Tenant leases from Landlord certain property located at 699 Wheeling Road, Mt. Prospect, Cook County, Illinois (the "Premises"), as more particularly described in the Lease.
- B. On the date hereof, Landlord, as Seller, and Tenant, as Buyer, under that certain Purchase and Sale Agreement dated November 18, 2016, expect to close on the purchase and sale of the Premises (the "Closing").
- C. Landlord and Tenant desire to terminate the Lease effective as of the Closing on the terms and conditions provided for in this Termination Agreement.

NOW THEREFORE, in consideration of the matters described in the foregoing recitals, which are incorporated into and made a part of this Termination Agreement, the mutual promises contained in this Termination Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Landlord and Tenant agree as follows:

1. Termination of the Original Lease. The Lease shall fully and forever terminate and expire as of the Closing on Tenant's purchase of the Premises from Landlord (the "Termination Date").
2. Release. Except as set forth in those provisions of the Lease, which by their terms survive the expiration or earlier termination of the Lease, and provided the parties perform all obligations under this Termination Agreement and the Lease through the Termination Date, Landlord and Tenant shall fully and forever relinquish, release and waive any and all claims, liabilities, rights or causes of action of any kind whatsoever that either party now has or may hereafter have against the other party, and its officers, agents, employees, successors and assigns, arising out of the Lease and first accruing after the Termination Date.
3. Defined Terms. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Lease.
4. Binding. This Termination Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

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5. Counterparts. This Termination Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement. A facsimile or electronic (“pdf”) copy of a signature to this Termination Agreement shall be fully effective as if an original signature.

[Signature Page(s) Follow]

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COOK COUNTY  
RECORDER OF DEEDS

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Termination Agreement as of the date and year first above written.

**LANDLORD:**

**TENANT:**

**STAG MT. PROSPECT, LLC**

**THERMO FISHER SCIENTIFIC, INC.**

By:   
Name: DAVID G. KING  
Title: Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Termination Agreement as of the date and year first above written.

**LANDLORD:**

**TENANT:**

**STAG MT. PROSPECT, LLC**

**THERMO FISHER SCIENTIFIC, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: William M. Jenkins  
Name: William M JENKINS  
Title: Vice President, REAL ESTATE AFFAIRS

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STREET ADDRESS: 699 N. WHEELING ROAD  
CITY: MOUNT PROSPECT COUNTY: COOK  
TAX NUMBER:

**LEGAL DESCRIPTION:**

LOT 106 IN KENSINGTON CENTER RESUBDIVISION TWELVE, IN PART OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 1, 1984 AS DOCUMENT NUMBER 27276309, IN COOK COUNTY, ILLINOIS.

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