### **UNOFFICIAL COPY**

### Prepared By and Return To:

Name: Monroe Moxness Berg PA (LMC) Address: 7760 France Avenue South

Suite 700, Minneapolis, State: MN Zip Code: 55435



Doc# 2330510026 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

DATE: 11/01/2023 02:27 PM PG: 1 OF 5

### TERMINATION OF LEASE AGREEMENT

2300655901

This Termination of Lease Agree nent (this "Agreement") is made effective as of the 26th day of October, 2023 (the "Tempation Date"), by and between Meacham Acquisition Company, LLC, an Illinois limited liability company ("Landlord"), and Fat Rosie's Schaumburg, LLC ("Tenant").

#### RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Lease dated February 2, 2023, ("Lease") for that certain premises located at 870 N. Meacham 'too I, Schaumburg, Illinois, 60173 ("Leased Premises"). The legal description of the Leased Premises is attached to and incorporated herein as Exhibit A.

WHEREAS, Landlord and Tenant have mutually agreed to immediately terminate the Lease and vacate the Leased Premises effective as of the Termination Date as if the Termination Date were the natural expiration date of the Lease.

#### AGREEMENT:

- 1. Landlord and Tenant hereby mutually agree that the Lease will be effectively terminated as of the Termination Date.
- 2. The Recitals set forth above are hereby incorporated by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Section 2.
- 3. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same

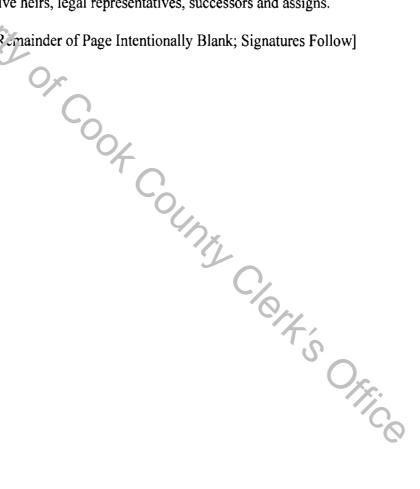
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instrument. A facsimile signature or an electronically scanned signature shall be deemed to be an original signature for all purposes.

- 4. If any provision of this Agreement or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Agreement shall be interpreted as if such illegal, invalid or unenforceable provision did not exist herein.
- 5. This Agreement shall be construed and enforced in accordance with the laws of the state in which the real property subject to the Lease is located.
- 6. This Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

[Ramainder of Page Intentionally Blank; Signatures Follow]



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Effective as of the Termination Date.

### Landlord:

Meacham Acquisition Company, LLC, an Illinois limited liability company

Name: Helmut Schadinger
Title: Authorized Signatory

STATE OF Illinois

COUNTY OF COOK

The forgoing instrument was acknowledged before me on October 17th, 20, by Helmut Schadinger, the authorized signatory of Meacham Acquisition Company, LLC, an Illinois limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires:

April 8,2026

MAXIMILIAN A'.CAITRA
OFFICIAL SEAL
Notary Public, State of dir.oiz
My Commission Expir.s
April 08, 2026

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Tenant:

Fat Rosie's Schaumburg, LLC

Name: HELMUT SCHADINGER
Title: Membry

STATE OF Illinois
COUNTY OF COOK

The forgoing instrument was acknowled ged before me on <u>October 17th, 202</u>3by the authorized signatory of Fat Rosie's Schaumburg, LLC, on behalf of the limited liability company.

Notary Public

My Commission Expires April, 08, 2020

MAXIMILIAN ALCANTRA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 08, 2026

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION

PARCEL 1: LOT 2 IN SDG SCHAUMBURG RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2014 AS DOCUMENT 1435234060, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED PY THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 17, 2013 AS DOCUMENT 1335119128 AND AMENDED BY DOCUMENT 1435234061 FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS BETWEEN LOTS 1 AND 2 IN THE SDG SCHAUMBURG RESUPDIVISION.

PARCEL 3: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROC AL EASEMENT AGREEMENT RECORDED JULY 8, 2003 AS DOCUMENT 0318919006 AND A MENDED BY DOCUMENT NO. 1333750128 FOR VEHICULAR AND PEDESTRIAN IN PRESS AND EGRESS OVER A PORTION OF THE SOUTHEAST CORNER OF LOT 13 IN A NDFRSON'S WOODFIELD PARK SUBDIVISION AS DEPICTED ON EXHIBIT 'D' ATTACHE D THERETO.

PARCEL 4: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL ACCESS EASEMENT AGREEMENT DATED MAY 13, 2019 AND RECORDED MAY 16, 2019 AS DOCUMENT 1913606045 FOR THE PURPOSE OF INGRESS AND EGRESS OF PEDSTRIAN AND VEHICULAR TRAVEL OVER THOSE PORTIONS OF THE FOLLOWING DESCRIBED LAND, DEPICTED ON THE SITE PLAN:

LOT 1 IN ANDERSON'S SECOND RESUBDIVISION OF LOT 2 IN ANDERSON'S RESUBDIVISION OF LOT 11 (EXCEPTING THAT PART THEREOF FAKEN FOR THE WIDENING OF THE STATE PARKWAY PER DOCUMENT NO. 24197563 R': CORDED NOVEMBER 16, 1977) IN ANDERSON'S WOODFIELD PARK, BEING A SUBLIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, KANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1980 AS DOCUMENT 25547924.

PIN: 07-13-101-021-0000

Address: 870 N. Meacham Road, Schaumburg, IL 60173