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CEDRIC GILES
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Date 5/6/2024 2:13 PM Pg: 1 of 4

This instrument was prepared by
and after recording mail to:

John N. Skoubis, Esq.
SKOUBIS ALIKAKOS LLC
1990 East Algonquin Road
Suite 230
Schaumburg, Illinois 60173

Above Space for Recorder's Use Only

TERMINATION AND RELEASE OF DEED RESTRICTIONS

THIS TERMINATION AND RELEASE OF DEED RESTRICTIONS ("Termination Agreement") is made as of the 24th day of April, 2024, by and among NOVOGRODER/MATTESON, LLC, an Illinois limited liability company ("Releasor") and SALINA PARTNERS KDP, LLC, an Illinois limited liability company ("Releasee").

WITNESSETH:

WHEREAS, Releasor's predecessor-in-interest, The May Department Stores Company, a New York corporation (the "Grantor"), conveyed to Releasee's predecessor-in-interest, Sambo's of Illinois, Inc., an Illinois corporation, fee simple title to the real property commonly known as 5000 W. 211th Street, Matteson, Illinois 60443 and legally described on Exhibit A attached hereto (the "Property") by a Special Warranty Deed dated January 24, 1977 and recorded on June 14, 1977 with the Cook County Recorder of Deeds as Document Number 23968408 (the "Deed");

WHEREAS, the Deed imposes certain restrictions on the Property against drive in restaurants and the sale of food items primarily for off-premises consumption, as more specifically set forth in paragraphs 1 and 2 of Exhibit F attached to the Deed (collectively, the "Applicable Restrictions")

WHEREAS, the Deed requires prior written consent of the Grantor to any construction and improvement work proposed to be done on the Property (the "Right to Construction Approval");

WHEREAS, the Releasee desires to lease the Property to a third party for the development of a restaurant and has requested that Releasor terminate and release the Applicable Restrictions and the Right to Construction Approval as they apply to the Property and any future additions or expansions to the Property, and

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Releasor and Releasee, intending to be legally bound, do hereby agree as follows:

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1. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

2. Releasor and Releasee hereby agree that the restrictions on the Property which prohibit a "drive in restaurant" and the "sale of food items primarily for off-premises consumption," as set forth in paragraphs 1 and 2 of Exhibit F attached to the Deed, are hereby terminated, released and discharged in their entireties and shall be of no further force or effect and no longer a burden or encumbrance on title to the Property and any future additions or expansions to the Property.

3. Releasor and Releasee hereby agree that any right of the Releasee, as successor to Grantor, to consent to "any subsequent construction and improvement work proposed to be done on the Property from time to time" (including, without limitation, any right to review, approve, or consent to any plans or specifications therefor), as such right is more specifically set forth in paragraph 1 on page 3 of the Deed, is hereby terminated, released and discharged in its entirety and shall be of no further force or effect and no longer a burden or encumbrance on title to the Property and shall not apply to any future construction, improvements, additions or expansions to the Property.

4. This Termination Agreement shall be binding upon and inure to the benefit of the Releasor and the Releasee and their respective successors and assigns.

5. This Termination Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed and delivered this Termination Agreement on the date set forth above.

RELEASOR:

NOVOGRODER/MATTESON, LLC,
an Illinois limited liability company

By: [Signature]
Name: George Novogroder
Its: Member

RELEASEE:

SALINA PARTNERS KDP, LLC
an Illinois limited liability company

By: [Signature]
Name: CHRIS G. STOS
Its: Manager

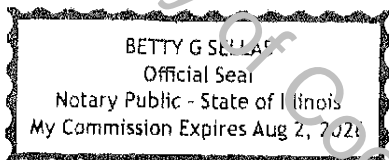
[NOTARY PAGE TO FOLLOW]

STATE OF ILLINOIS)

COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT CHRIS SOTOS, personally known to me to be the Manager of SALINA PARTNERS KDP, LLC, an Illinois limited liability company, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that CHRIS SOTOS signed, sealed and delivered the said instrument pursuant to authority given by the Operating Agreement of said Company, as the free and voluntary act of CHRIS SOTOS, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of April, 2024.



Betty Sellas
Notary Public

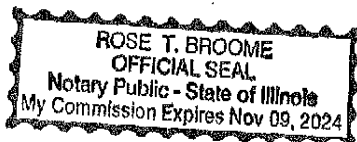
My Commission Expires: August 2, 2024

STATE OF Illinois)

COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT George Novogroder, personally known to me to be the Manager of NOVOGRODER/MATTESON, LLC, an Illinois limited liability company, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument pursuant to authority given by the Operating Agreement of said Company, as the free and voluntary act of Manager, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of April, 2024.



Rose T. Broome
Notary Public

Commission Expires: 11-09-2024

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOT 2 OF VENTURE'S SUBDIVISION, BEING A PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DEDICATED FOR PUBLIC ROAD PURSUANT TO PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 98975519.

PARCEL 2:

THAT PORTION OF LOT 1 IN CORPORATE LAKES UNIT ONE, A SUBDIVISION OF PART OF LOT 1 IN VENTURE'S SUBDIVISION AND PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS.

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 1 IN CORPORATE LAKES UNIT ONE FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 30 MINUTES, 19 SECONDS WEST ALONG A SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 175.00 FEET; THENCE NORTH 45 DEGREES, 45 MINUTES, 02 SECONDS EAST A DISTANCE OF 124.10 FEET TO A POINT ON A NORTHEASTERLY LINE OF SAID LOT 1 ALSO BEING A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CORPORATE LAKES DRIVE; THENCE SOUTH 44 DEGREES, 20 MINUTES, 32 SECONDS EAST ALONG A NORTHEASTERLY LINE OF SAID LOT 1 AND ALSO ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF CORPORATE LAKES DRIVE A DISTANCE OF 123.19 FEET TO THE POINT OF BEGINNING.

PIN: 31-21-202-010-0000; 31-21-202-027-0000 (affects land and other property)

COMMON ADDRESS: 5000 WEST 211th STREET, MATTESON, ILLINOIS 60443