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DATE: 6/3/2024 2:36 PM

PAGE: 1 OF 5

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MUTUAL TERMINATION OF GROUND LEASE

ORNTIC File Number: 24164098 5/6

Old Republic National Title

9601 Southwest Hwy

Oak Lawn, Il 60453

312-641-7799

RECORDING FEE 98.00
DATE 6/03/2024 COPIES 4x
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Prepared by and
after recording return to:

J. Steven Butkus, Attorney
GUERARD, KALINA & BUTKUS
310 S. County Farm Road, Suite H
Wheaton, IL 60187
(630) 665-9033 [ext. 15]

.....
(Space above this line for use by Recorder of Deeds)

24164098 5/6

MUTUAL TERMINATION OF GROUND LEASE

THIS MUTUAL TERMINATION OF GROUND LEASE (the "Lease Termination" or "Agreement") is made and dated effective April 17, 2024, by and between **HOFFMANN BEDFORD ONE, LLC**, an Illinois Limited Liability Company (and its successors and assigns) (hereinafter called "Landlord") and **HOFFMANN FUEL AND FOOD PARTNERS, LLC**, an Illinois Limited Liability Company (hereinafter called "Tenant").

RECITALS:

A. Landlord and Tenant are parties to a certain Ground Lease, effectively dated _____, 2021 (the "Lease" or "Ground Lease") with respect to certain commercial-retail "Premises" known as **LOT 2 AND LOT 3 IN BEDFORD ONE SUBDIVISION, AT/NEAR 65TH STREET AND CENTRAL AVENUE, BEDFORD PARK (COOK COUNTY), ILLINOIS.**

B. In connection with certain project financing there also has previously been executed and recorded a certain Subordination, Non-Disturbance and Attornment Agreement, pertaining to such Ground Lease, the same having been recorded in Cook County, Illinois on October 19, 2021, as **Document No.2130215006** (the "SNDA")

C. Due to events and changes in circumstances, some being beyond each Parties' reasonable control, the parties have determined and each hereby agrees that it is in their respective best interest to now terminate such Ground Lease, further confirming that in connection with such Ground Lease termination such SNDA is no longer effective and is for naught.

NOW THEREFORE, for good and valuable consideration, the mutual sufficiency and receipt of which is hereby acknowledged landlord and Tenant agree as follows:

1. Landlord and Tenant each hereby agree that the Ground Lease and any tenancy and right of use and possession or future use and possession of such Premises are all **hereby terminated** as of the foregoing effective date of this Lease Termination instrument. If and to the extent any Memorandum or other recorded evidence of such Ground Lease exists, including but not limited to the aforementioned SNDA instrument, the recordation of a copy of this Lease Termination instrument is agreed to suffice to fully clear title of the same.

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2. On the basis of the foregoing mutual agreed termination of the Lease, each Party hereby mutually releases the other Party and its respective owners, members, officers, directors, employees, agents and representatives from any claims, demands, costs and expenses, liens, suits, judgments or damages of any kind, which pertain to such Lease or any related subject matter thereof. The Parties' respective mutual intent and purpose is to have a full, complete, and final exit from such Lease and any dealings or transactions contemplated or provided therein.

3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assign. The foregoing Recitals to this Agreement are true and correct in substance and in fact and to the extent not inconsistent herewith are incorporated into and made a part of this Agreement by this reference. This Agreement may be executed in multiple counterparts and for sake of expediency and efficiency each party agrees that the respective signatures to this Agreement may be rendered, delivered and exchanged by means of an electronically transmitted image (pdf) by e-mail or by FAX and that any such electronically transmitted signature hereto shall have the same force and effect as if the same were an original signature hereto.

SO AGREED, effective as of the date first written above.

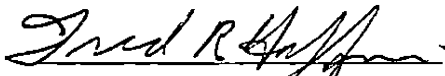
LANDLORD:

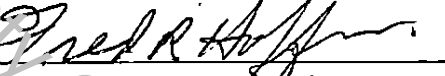
TENANT:

HOFFMANN BEDFORD ONE, LLC,
an Illinois Limited Liability Company

HOFFMANN FUEL AND FOOD PARTNERS, LLC, an Illinois Limited Liability Company

By: **Hoffmann Alpha Omega Development Group, LLC**, an Illinois Limited Liability Company (Its Manager)

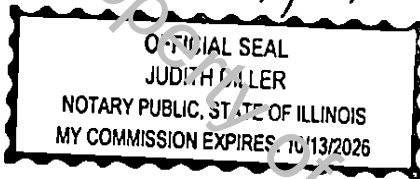
By: 
Name/Title: Fred R Hoffmann
mgr.

By: 
Name/Title: Fred R Hoffmann
mgr.

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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

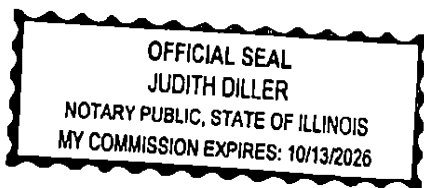
I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that **FRED R. HOFFMANN**, personally known to be to be the Manager of **Hoffmann Alpha Omega Development Group, LLC**, an Illinois Limited Liability Company, Manager of **HOFFMANN BEDFORD ONE, LLC**, an Illinois Limited Liability Company (the "**LLC**"), 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 he signed and delivered the said instrument as his free and voluntary act and as his free and voluntary act as such Manager on behalf of said LLC, for the uses and purposes therein set forth. **GIVEN** under my hand and official seal this 14 day of May, 2024.



Judith Diller
Notary Public

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that **FRED R. HOFFMANN**, personally known to be to be the Manager of **HOFFMANN FUEL AND FOOD PARTNERS, LLC**, an Illinois Limited Liability Company (the "**LLC**"), 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 he signed and delivered the said instrument as his free and voluntary act and as his free and voluntary act as such Manager on behalf of said LLC, for the uses and purposes therein set forth. **GIVEN** under my hand and official seal this 14 day of May, 2024.



Judith Diller
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION OF "PREMISES"

LOTS 1, 2 3 AND 4 IN THE FINAL PLAT OF SUBDIVISION OF THE FIRST AMENDMENT TO BEDFORD ONE DEVELOPMENT, BEING A RESUBDIVISION OF LOTS 1 THROUGH 4 IN BEDFORD ONE DEVELOPMENT SUBDIVISION OF THE EAST 1277 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.(s): 19-20-217- ~~067~~⁰⁶⁷-0000 (Affects Lot 1);
19-20-217-068-0000 (Affects Lot 2);
19-20-217-069-0000 (Affects Lot 3); and
19-20-217-~~070~~⁰⁷⁰-0000 (Affects Lot 4);

ADDRESS: 4 Vacant Lots at near 65th Street and Central Avenue, Bedford Park, IL 60638

Old Republic Title
9601 Southwest Highway
Oak Lawn, IL 60453