

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Agreement") is made as of the 19th day of October, 1993 between BEVERLY TRUST COMPANY, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER TRUST DATED November 10, 1981 A/K/A TRUST NO. 8-7211 ("Landlord") and AMETHYST INVESTMENT CORP., INC., a Delaware corporation, successor interest to Soft Sheen Products, Inc. and Soft Sheen Products, a Delaware corporation (collectively, "Tenant").

RECITALS:

WHEREAS, Landlord and Tenant have entered into that certain lease disclosed by Memorandum of Lease Agreement dated November 19, 1981 and recorded January 19, 1982 as Document 26116449 (the "Lease") concerning the property commonly known as 8830 Dobson Avenue, Chicago, Illinois (the "Premises"); and

WHEREAS, Landlord and Tenant mutually desire to terminate the Lease prior to the stated expiration date thereof, on the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement, Landlord and Tenant agree as follows:

1. Termination of Lease and Surrender of Premises. The term of the Lease shall end on ~~October 28~~, 1993 (the "Termination Date"). Rent payable under the Lease shall be prorated to the Termination Date and Tenant shall be entitled to a prompt refund of any excess Rent paid in advance. If Tenant fails to timely comply with the provisions of this Agreement, the Lease shall not terminate but shall remain in full force and effect. Further, Tenant shall fully and promptly indemnify Landlord for any loss or liability (including reasonable attorneys' fees) resulting from such failure by Tenant. Unless otherwise modified in writing, the Lease shall remain in full force and effect until the Termination Date or, if not terminated, until the expiration date initially stated in the Lease.

2. Contingency. This Agreement is contingent upon the sale of the Property to a land trust for which Soft Sheen is the 100% holder of the beneficial interest on or before October 28, 1998, or such other date mutually agreed by the parties (the "Contingency"). If the Contingency is not satisfied within the time period provided, this Agreement shall be null and void thereafter.

3. Mutual Discharge of Obligations. Landlord and Tenant are hereby released and discharged from their respective obligations, if any, to observe the terms and conditions of the Lease from and after the Termination Date.

4. Mutual Release of Claims. Landlord and Tenant hereby release, acquit and forever discharge each other as of the Termination Date of and from any and all actions, suits, causes of action, claims, damages, costs, expenses and

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liabilities, if any, arising at law or in equity, on account of or in any way growing out of or relating to the Lease.

5. Miscellaneous. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns. This Agreement represents the entire understanding of the parties; any amendment shall be in writing executed by the parties. This Agreement may be executed in counterparts. This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement is found to be or is rendered invalid, it shall not affect the remaining terms and provisions of this Agreement.

6. Trustee Exculpation. The Contract and Rider are executed by the undersigned trustee, not personally, but solely as Trustee under the terms of the trust agreements previously described in the Contract, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that the Contract and Rider are executed and delivered by said trustee solely in the exercise of the powers conferred upon it as such trustee under said trust agreements, and that no personal liability or personal responsibility is assumed by, nor shall any at any time be asserted or enforced against, said trustee on account hereof or thereof, or on account of any covenant, undertaking, representation, warranty or agreement herein or therein contained, either express or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through or under said parties.

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

LANDLORD:

BEVERLY TRUST COMPANY, NOT
INDIVIDUALLY, BUT AS TRUSTEE
AFORESAID

By: *Alexander Polikoff*

Its: *Trust Vice Pres*

ATTEST:

By: *Rosemarie Meyer*

Its: *Trust Officer*

TENANT:

AMETHYST INVESTMENT GROUP, INC.

By: *[Signature]*

Its: _____

SOFT SHEEN PRODUCTS INC.

By: *[Signature]*

Its: _____

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EXHIBIT A

Legal Description

[See Legal Description attached after this page.]

Property of Cook County Clerk's Office

Prepared by and
After Recording
Return to:

Terence J. Venezia, Esq.
McDermott, Will & Emery
227 W. Monroe Street
Chicago, Illinois 60606

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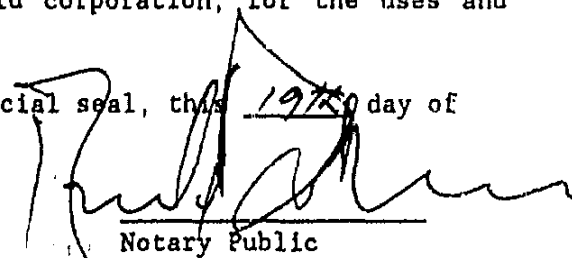
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STATE OF Illinois
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robby D. Gardner, personally known to me to be the President of Amesbury Investment Group, Inc. Delaware corporation, and _____, personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary, they signed, sealed and delivered said instrument as _____ President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of December, 1993.



Notary Public

My Commission Expires:

Notary Public
Cook County Clerk's Office

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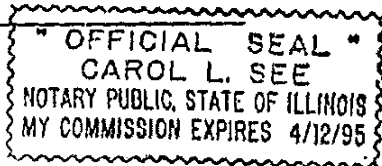
STATE OF Illinois
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALAN FORKOFF, personally known to me to be the A.V. President of GENERAL TRUST CO., a IL corporation, and ROSEMARY MAZUR, personally known to me to be the A.T.P. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such A.V. President and A.T.P. Secretary, they signed, sealed and delivered said instrument as A.V. President and A.T.P. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of OCT, 1993.

Carol L. See
Notary Public

My Commission Expires:



Cook County Clerk's Office

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EXHIBIT A

Legal Description

A TRACT OR PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS::

COMMENCING AT A POINT 633 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE NORTH LINE OF SAID 1/4 SECTION AND 420 FEET WEST OF THE WEST LINE OF SOUTH GREENWOOD AVENUE, IN THE CITY OF CHICAGO; THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SOUTH DOBSON AVENUE, A DISTANCE OF 593.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SOUTH DOBSON AVENUE, A DISTANCE OF 261.82 FEET; THENCE NORTH 43 DEGREES 57 MINUTES 12 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SOUTH DOBSON AVENUE, A DISTANCE OF 43.13 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID SOUTH DOBSON AVENUE, A DISTANCE OF 17.94 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 441.68 FEET, A CHORD BEARING OF SOUTH 39 DEGREES 21 MINUTES 34 SECONDS WEST, A DISTANCE OF 150.82 FEET TO A POINT OF TANGENCY; THENCE SOUTH 49 DEGREES 08 MINUTES 31 SECONDS WEST ALONG A LINE WHICH IS 15 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY'S INDUSTRY LEAD TRACK, A DISTANCE OF 275.31 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 351.83 FEET, A CHORD BEARING OF NORTH 16 DEGREES 44 MINUTES 53 SECONDS WEST 70 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY'S LOOP TRACK, A DISTANCE OF 342.04 FEET; THENCE NORTH 11 DEGREES 12 MINUTES 40 SECONDS EAST, A DISTANCE OF 276.30 FEET; THENCE SOUTH 60 DEGREES EAST, A DISTANCE OF 80.22 FEET; THENCE SOUTH 90 DEGREES EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, A DISTANCE OF 244.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 05-02-102-038

Common Address: 8830 S. Dobson, Chicago, Illinois

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