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THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Peter A. Hess
Katz Randall & Weinberg
333 West Wacker Drive
Suite 1800
Chicago, Illinois 60606
(312) 807-3800

KRW File No. _____

96729790

DEPT-01 RECORDING \$39.00
T50012 TRAN 2117 09/24/96 15:01:00
43686 # CG *-96-729790

This space reserved for Recorder COOK COUNTY RECORDER

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement, made as of this 12th day of September, 1996, by and between American National Bank and Trust Company of Chicago, not personally but solely as trustee under a certain Trust Agreement dated September 1, 1985, and known as Trust Number 65963 (hereinafter referred to as "Trustee"), and Woodfair/DMT Venture, an Illinois General Partnership (hereinafter referred to as "Beneficiary" -- Trustee and Beneficiary are hereinafter collectively called the "Landlord") and Direct Marketing Technology, Inc., an Illinois corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord, by lease dated April 1, 1989, (hereinafter referred to as the "Lease"), leased to Tenant certain premises in the building commonly known as 955 American Lane, Schaumburg, Illinois (hereinafter referred to as the "Premises"); and

WHEREAS, notwithstanding the commencement and expiration dates set forth in the Lease, Landlord and Tenant desire to cancel and terminate the Lease on September 12, 1996 (the "Termination Date"), and all rights and obligations of Landlord and Tenant thereunder.

WHEREAS, By an Assignment of Rents and Leases recorded April 7, 1989 with the Recorder of Deeds of Cook County, Illinois as document 89152535, the existence of the Lease

BOX 333-CTI

76-23-968 D2 RF

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Termination Agreement has become a matter of record which the parties desire to eliminate by recording this Lease Termination Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The Lease is hereby terminated as of the Termination Date, as if said date were originally set forth in the Lease as the termination date of the term therein.

2. The parties warrant and represent to each other that: (i) each has the full right, power and lawful authority to execute this Lease Termination Agreement without the consent of any other party; and (ii) the Lease Termination Agreement is valid, binding and enforceable in accordance with its terms. Each hereby agrees to indemnify and hold the other harmless from any loss or damages arising, directly or indirectly, from breach of the aforesaid warranties and representations.

3. Landlord hereby remises, releases and forever discharges Tenant and its respective heirs, executors, administrators, legal representatives, successors and assigns of and from all actions or causes of action, suits, debts, dues, sums of money, acts, reckonings, bonds, bills, covenants, controversies, promises, variances, permits, trespasses, accounts, contracts, agreements, damages, judgments, expenses, executions, claims, liabilities and demands whatsoever of every name and nature, in law or in equity which Landlord can, will or may have or which its respective heirs, executors, administrators, legal representatives, successors and assigns hereafter can, shall or may have against Tenant for, upon or by reason of any matter, happening cause or thing whatsoever, except for the obligations of Tenant to Landlord under a certain Promissory Note dated September, 1996, in the principal sum of \$1,500,000.00.

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4. Tenant hereby remises, releases and forever discharges Landlord and its respective heirs, executors, administrators, legal representatives, successors and assigns of and from all actions or causes of action, suits, debts, dues, sums of money, acts, reckonings, bonds, bills, covenants, controversies, promises, variances, permits, trespasses, accounts, contracts, agreements, damages, judgments, expenses, executions, claims, liabilities and demands whatsoever of every name and nature, in law or in equity which Tenant can, will or may have or which its heirs, executors, administrators, legal representatives, successors and assigns hereafter can, shall or may have against Landlord for, upon or by reason of any matter, happening cause or thing whatsoever.

5. This Lease Termination Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6. This Lease Termination Agreement may not be modified or amended except by written agreement executed by the parties hereto.

7. The validity, meaning and effect of this Lease Termination Agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Lease Termination Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Lease Termination Agreement. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and the words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal

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entities, including public bodies, as well as natural persons. The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

8. This Lease Termination Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Landlord and Tenant intend and believe that each provision in this Lease Termination Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions in this Lease Termination Agreement which is or are not materially related to the liability of the parties hereto is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Lease Termination Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of both parties hereto that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Lease Termination Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Landlord and Tenant under the remainder of this Lease Termination Agreement shall continue in full force and effect. If any provision or provisions which is or are material as set forth above are found to be illegal, invalid, unlawful, void or unenforceable as written, this Lease Termination Agreement may, at the option of either party, be terminated without further obligation to either party.

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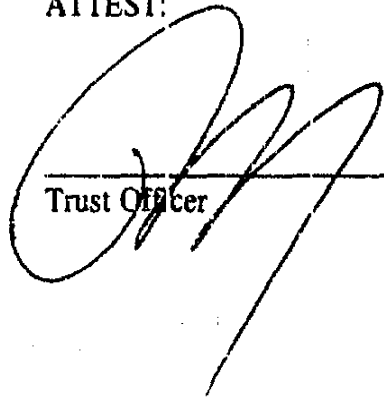
10. This instrument is executed by American National Bank and Trust Company of Chicago, not personally or individually, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by said bank are undertaken by it solely as trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against said bank by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Termination Agreement as of the day and year first above written.

LANDLORD:

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF
CHICAGO, not individually but
solely as Trustee as aforesaid.

ATTEST:



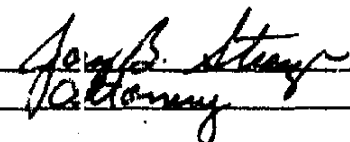
Trust Officer

By: 

Vice President

WOODFAIR/DMT VENTURE, an Illinois
General Partnership

ATTEST:



Its Attorney

By: 

Its Managing Partner

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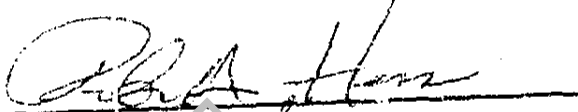
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TENANT:

DIRECT MARKETING TECHNOLOGY,
INC., an Illinois corporation

ATTEST:


Its Secretary

By: R. Scott Thomas
Its President + CEO

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State of Illinois)
)
County of Cook)

I, Anne M. Marchert, a Notary Public in and for said County in the State aforesaid, do hereby certify that MICHAEL WHELAN, Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that _____, as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Company, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of SEP 12 1996, 19__ A.D.

Anne M. Marchert
Notary Public
"OFFICIAL SEAL"
ANNE M. MARCHERT
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 04/23/98

STATE OF Illinois)
)
COUNTY OF Cook)

I, Daniel Joseph Slattery, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that STEVE P. FOLEY, General Partner of Woodfair/DMT Venture, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of Woodfair/DMT Venture, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of SEPTEMBER, 1996.

[Signature]
Notary Public

My Commission expires: NOV. 20, 1997

"OFFICIAL SEAL"
DANIEL JOSEPH SLATTERY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/20/97

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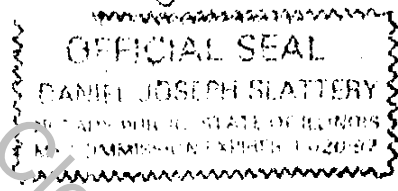
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State of Illinois)
County of Cook)

I, Daniel Joseph Slattery, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. Scott Thomas, personally known to me to be the President & CEO, of DIRECT MARKETING TECHNOLOGY, INC., an Illinois corporation, and Telek A. Hess, personally known to me to be the Secretary of said corporation, and personally known to me to be the persons whose names are subscribed to the foregoing instrument as President & CEO and Secretary, they signed and delivered the said instrument as President & CEO 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 the 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 Notarial seal this 11th day of SEPTEMBER, 1976

[Signature]
Notary Public



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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007623968 SK
STREET ADDRESS: 955 AMERICAN LANE
CITY: SCHAMBURG COUNTY: COOK
TAX NUMBER: 07-14-200-072-0000

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2 IN WOODFIELD LAKE OFFICE CAMPUS UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1982 AS DOCUMENT 26319645; THENCE NORTH 87 DEGREES, 19 MINUTES, 50 SECONDS EAST ALONG THE SOUTH LINE OF AMERICAN LANE, AS DEDICATED BY THE PLAT RECORDED DECEMBER 12, 1974 AS DOCUMENT 22935012 FOR A DISTANCE OF 310.62 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SEVEN WOODFIELD LAKES, ACCORDING TO THE PLAT RECORDED SEPTEMBER 10, 1986 AS DOCUMENT 86404025; THENCE SOUTH 0 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 284.08 FEET TO A POINT; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST FOR A DISTANCE OF 286.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2 IN WOODFIELD LAKE OFFICE CAMPUS UNIT 1; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 2 FOR A DISTANCE OF 40.90 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 269.00 FEET AND A CHORD BEARING NORTH 8 DEGREES, 08 MINUTES, 21 SECONDS WEST, FOR A DISTANCE OF 76.11 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING NORTHERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 231.00 FEET AND A CHORD BEARING NORTH 9 DEGREES, 26 MINUTES, 26 SECONDS WEST, FOR A DISTANCE OF 54.60 FEET TO A POINT OF TANGENCY; THENCE NORTH 2 DEGREES, 40 MINUTES, 10 SECONDS WEST FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

INTENTIONALLY OMITTED.

PARCEL 3:

LOT 2 IN WOODFIELD LAKE OFFICE CAMPUS UNIT 1, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1982 AS DOCUMENT 26319645, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

INTENTIONALLY OMITTED.

PARCEL 5:

LOTS 1 AND 2 IN SEVEN WOODFIELD LAKES, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1986 AS DOCUMENT 86404025,

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CHICAGO TITLE INSURANCE COMPANY

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STREET ADDRESS: 955 AMERICAN LANE
CITY: SCHADMEURG COUNTY: COOK
TAX NUMBER: 07-14-200-072-0000

LEGAL DESCRIPTION:

IN COOK COUNTY ILLINOIS.

Prepared By & Mailed to:

Katy Kordell & Wiering
333 W. Wacker Dr.
Chicago, Ill. 60606
Attn: Daniel Stalley

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