GROUND LEASE TERMINATION AGREEMENT

RECITALS

05FT-01 RECORDING \$33.00 T10012 TRAN 5-43 05/09/97 15:07:08 11034 1 CG #-97-408386 COOK COUNTY RECORDER

A. Pursuant to successive assignments more particularly described on Exhibit A attached hereto, Lessor and Lessee are current parties to that certain Ground Lease dated as of November 21, 1969 (the "Ground Lease"). The leasehold estate created pursuant to said Ground Lease affects the property legally described in Exhibit B attached hereto (the "Premises").

B. Lessor and Lessee desire to enter into this Termination Agreement evidencing their mutual agreement that the Ground Lease be reminated.

ø2

810002.1au

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Resigls and for other good and valuable consideration, the receipt and sufficiency of which are tarety acknowledged, the parties agree as follows:

- 1. <u>Termination</u>. As of the date hereof, (a) the Ground Lease is terminated; (b) Lessee has surrendered possession of the Premises to Lessor and has no further 162/15 with respect to the Premises or any personal property presently in the Premises;
- 2. <u>Waiver and Release</u>. Lessor and Lessee hereby release each other from any liability in connection with the Ground Lease and waive all claims which either party may have against the other.

This incomment is executed by installs marioral Sales, not personally but solely as it. No. As accreted, to the exercise of the power and emberty conformed upon an August in it as such trustee, all the come, provisions, suigitations, execute, and acceptance to be perfected by install Date and all statements by it is any to a large to a supposed, and up the introduction all statements be one of the comment and be interested acceptance acceptance and all statements be one of the comment of the comment and acceptance and acceptance acceptance and acceptance acceptance and acceptance and acceptance and acceptance and acceptance and acceptance acceptance and acceptance acceptance and acceptance and acceptance acceptance and acceptance acceptance and acceptance acceptance acceptance acceptance and acceptance acceptance

BOX 333-CTI

97405C

3. <u>Counterparts</u>. This Termination Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement in manner sufficient to bind them as of the day and year first above written.

LESSOR

ittes ..

By Sandle Tases

LESSEE

\$55H955

A start Secretary

By Con

Return to

Curyor Chalmers
Somewhere Nath & Rosenial
Toner
Toner
Jungo, 12 66 566

9740: 386

STATE OF ILLINOIS) \
COUNTY OF COOK) SS.)
i, vicki	Howe , Notary Public in and for said County, in the
	onally known to me to be the same persons whose names are
subscribed to the foregoin	g instrument as such SIR VICE PRESIDENT and
	ppeared before me this day in person and acknowledged that the
	aid instrument as their own free and voluntary act, and as the free Corporation, for the uses and purposes therein set forth; and the
said Ecolator Succe	did also then and there acknowledge that the, as
custodian of the converate	e seal of said Corporation, did affix the said corporate seal of sai
	ment as his own free and voluntary act, and as the free and
voluntary act of said Cosp	oration for the uses and purposes therein set forth.
GIVEN und	ter my hand and Notarial Seal this 29 day of Arril, 1997
	0/2/
	Notary Public
•	1 Salas Carrier
_	
**	e a company of the co
	The state of the s
	τ_{c}
	150
	Contraction of the contraction o

971.04386

COUNTY OF COOK) SS.
)
_	
1, <u>vicki</u>	Heady , Notary Public in and for said County, in the
	certify that, and, and
subscribed to the foregoing	instrument as such SR. VICE PRESIDENT and
and decreequespectively, ap	peared before me this day in person and acknowledged that the
	hid instrument as their own free and voluntary act, and as the follopporation, for the uses and purposes therein set forth; and the
	did also then and there acknowledge that he, as
custodian of the cur, wrate:	seal of said Corporation, did affix the said corporate seal of sa
Corporation to said insuran	nent as his own free and voluntary act, and as the free and
voluntary act of said Corpo	bration for the uses and purposes therein set forth.
ALLIMAT .	er my band and Notarial Seal this 29 day of April, 1997
GIVEN unde	er my para and Notanai Seal this 21 day of 1820, 1977
	Notary Public
	12.00
	Notary Public
	A TO SERVICE AND A PROPERTY OF THE PARTY OF
	2 19 11 5 1 TONIS 12 1 alba
	AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
	7.6
	O _{Sc.}
	VANTON CALCO

EXHIBIT A

LEASHOLD ESTATE CREATED BY LEASE FROM PRUDENTIAL INSURANCS COMPANY OF AMERICA, LESSOR, TO WINSTON DEVELOPMENT CORPORATION, LESSER, DATED KUVEMBER 21, 1969, A MEMORANDUM OF WHICH WAS RECORDED MARCH 6, 1970 AS DOCUMENT 21099160, AMENDED AND ASSIGNED BY MESHE INSTRUMENTS TO AMERICAE MATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NAYIONAL BANKING ASSOCIATION, AS TRUSTER UNDER TRUST AGTREMENT DATED OCTOBER 1, 1984 AND KNOWN AS TRUST MUMBER 57174, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING DECEMBER 1, 1969 AND ENDING NOVEMBER 30, 2019.

SUPPLEMENTED AND EMENDED BY INSTRUMENT RECORDED MAY 14, 1971 AS DOCUMENT 21480071. ASSIGNED BY WINSTON DEVELOPMENT CORPORATION TO. N.K. WINSTON CORPORATION BY INSTRUMENT RECORDED MAY 14, 1971 AS DOCUMENT 21480072. ASSIGNMENT AND ASSUMPTION OF LEASE RECORDED MAY 14, 1973 AS DOCUMENT 21480073 MADE BY N.K. WINSTON COR'OR TION TO 111 B. CHESTRUT CORPORATION, ASSIGNMENT AND ASSIMPTION OF LEASE AGREEMENT RECORDED DECEMBER 28, 1972 AS DOCUMENT NO. 22170581 MADE BY 111 E. CHRICAT CORPORATION TO MICHIGAN-CHESTRUT LIMITED PARTNERSHIP, AN ILLIBOIS PARTNETSHIP, AMERIMENT TO LEASE DATED OCTOBER 6, 1972 AND RECORDED AS DOCUMENT 22198423, ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT DATED DECEMBER 20, 1984 WID RECORDED DECEMBER 21, 1984 AS DOCUMENT 27380428 MADE BY MICHIGAN-CHESTRUT LOWITHD PARTNERSHIP, AN ILLINOIS LIMITED PARTNESSHIP TO AMERICAN MATIONAL BANK 1607 TRUST COMPANY OF CHICAGO, AS TRUSTER UNDER TRUST AGREEMENT DATED OCTOBER 1. 1984 AND REGINE AS TRUST NUMBER 57174. AMENDMENT TO LEASE DATED JUNE 2, 1987 AND RECORDED SEPTEMBER 14, 1987 AS DOCUMENT 87502618 MADE BY AND BETWEEN THE PRIDER TAL INSURANCE COMPANY OF america and american national bank and trust company. As thustee under trust agreement dated october 1, 1984 and known as trust Number 57174, animaret to GROUND LEASE DATED NOVEMBER 19, 1993 AND RECORDED MCVFLBER 26, 1993 AS DOCUMENT 93965518. MADE BY AND BETWEEN THE PEUDENFIAL INSURANCE COMPANY OF AMERICA, A NEW JERSEY CORPORATION AND AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1984 AND KNOWN AS TRUST NUMBER 57174, ASSIGNMENT OF LEASE MADE BY AMERICAN NATIONAL JOHN AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTUPER 1, 1984 AND KNOWN AS TRUST NUMBER 57174 TO LASALLE NATIONAL TRUST, N.A., AS PRISTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBER 11806@ DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965520, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

LEGAL DESCRIPTION:

PARCEL 1:

UNITS 1100C, 1100F, 1100K, 1200A, 1200F, 1200H, 1200K, 1400A, 1400F, 1400K, 1500A, 1500C, 1500F, 1500H, 1500K, 1600A, 1600C, 1600F, 1600H, 1600K, 1700A, 1700C, 1700F, 1700K. 180GA, 1800C, 1800F, 1800H, 1800K, 1900A, 1900C, 1900F, 1900H, 1900K, 2000A, 2000C, 2000F, 2000K, 2100A, 2100C, 2100F, 2100K, 2200A, 2200C, 2200H, 2300A, 2300B, 2300C, 2300K, 2400C, 2400K, 2500A, 2500C, 2500K, 2600H, 2600H, 2700B, 2700C, 2700F, 2800C, 2800K, 2900A, 2900C, 2900F, 2900K, 3000A, 3000B, 3000C, 3000F, 3000H, 3000K, 3100C, 3100F, 3100K, 3200A, 3200B, 3200C, 3200B, 3200F, 3200H, 3200K, 3300A, 3300C, 3300B, 3300H, 3300K, 3400H, 3500A, 3500B, 3500C, 360CA, 360CK, 3700B, 3700C, 3700K, 3800A, 3800E, 3800K, 3900A, 3900H, 3900J, 3900K, 4100B, 4100K, 4200A, 4200D, 4200K, 4300C, 4300F, 4300G, 4300J, 4300K, 4400A, 4400D, 4400F, 4400G, 4500A, 4500C, 4500D, 4500F, 4500K, 4600C, 4600D, 4600F, 4600K, 4700A, 4700B, 4700C, 4700D, 4700C, 4700K, 4800A, 4800D, 4800D, 4800D, 4800K, 4900C, 4900D, 4900P, 490CG, 4900J, 4900K, 5000B, 5000C, 5000F, 5000F, 5000G, 5000J, 5000K, 5100C, 5100J, 5200B, 5200C, 5200D, 5200F, 5200G, 5200A, 5200J, 5200K, 5300B, 5300C, 5300D, 5300G, 5300J, 5400C, 5400D, 5400G, 5400J, 5400K, 5500A, 5500B, 5500C, 5500D, 5500P, 5500G, 5500H, 5500J, 5500K, 5600C, 5600D, 5600D, 5600G, 5700C, 5700D, 5700D, 5700G, AND 1002 IN THE 111 EAST CHESTNUT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 1, 1°, 1A, 1A°, 1B, 1B°, 1C, 1C°, 10, 1D°, 1E, 1F, 1F*, 1H, 1J, 1K, 1L, 1M, 1H IN THE MARIA GOULETAS' SUBDIVISION, BEING 2. SUBDIVISION IN THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST C? THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DISCLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS PS DOCUMENT NUMBER 04074563; TOGETHER WITH THEIR RESPECTIVE UNDIVIDED PRECENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION OF CONDOMINIUM CHERESHIP, IN COCK COUNTY, ILLINOIS

PARCEL 2:

LOTS 2, 2*, 2A, 2A*, 2B, 2C, 2D, 2E, 2G, 2H*, 2I*, 2J*, 2K*, LC' 2L* IN THE MARIA GOULETAS' SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH FRACTIONAL 4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NO COOK COUNTY, ILLINOIS.

PARCEL 3:

BASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY GRANT OF BASEMENTS PERTAINING TO THE PREMISES COMMONLY KNOWN AS 111 EAST CHESTNUT, CHICAGO, ILLINOIS RECORDED DECEMBER 22, 1994 AS DOCUMENT 04074562 MADE BY LASALLE NATIONAL TRUST, N. A., AS TRUSTER UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBER 116065 OVER AND UPON LOTS 3, 3A, 3B, 3C, 3D, 3E AND 3F IN THE MARIA GOULETAS' SUBDIVISION AFORESAID, FOR THE FOLLOWING PUEPOSES: IN AND TO ALL STRUCTURAL MEMBERS, WALLS, FLOORS, PADS, FOOTINGS, BRACES, CAISSONS, FOUNDATIONS, COLUMNS AND BUILDING CORES SITUATED IN AND BENEATH SAID LAND FOR SUPPORT OF ALL STRUCTURES AND IMPROVEMENTS LOCATED FROM TIME TO TIME ON SAID LAND; FOR INGRESS AND EGRESS BY VEHICLE: IN AND TO ALL COMMON STRUCTURAL AND DIVIDING PARTITION Walls, Floors and Ceilings Situated on Said Land: for the USE, Operation, Maintenance, INSPECTION, TESTING, PAINTING, CLEANING, REPAIR AND REPLACEMENT OF ALL PLUMBING, DRAINAGE, ELECTRICAL, TELEPHONE, TELEVISION, SEWAGE AND WASTE DISPOSAL, SECURITY SYSTEMS, FIRE FROTECTION, GAS, DOMESTIC WATER, CHILLED WATER, HEATING, COOLING, VENTILATING, SMOKE SHAFT, MAIL DISTRIBUTION, COMMUNICATION, EXHAUST, GARRAGE DISPOSAL AND OTHER PIFING LINES, DUCTS, CONDUITS, CABLES AND ALL OTHER FACILITIES LOCATED ON SAID LAND.

Address:

111 East Chestnut, Chicago, Illinois 110 Fast Pearson, Chicago, Illinois

PIN:

17-03-225-047-0000 17-07-275-048-0000 17-03-225-049-0000 17-03-225-050-0000 17-63-225-05/ 2000 Or Coot County Clark's Office 17-03-225-052-0500 17-03-225-053-0030 17-03-225-054-0000 17-03-225-055-0000 17-03-225-056-0000 17-03-225-057-0000 17-03-225-058-0000 17-03-225-059-0000 17-03-225-060-0000 17-03-225-061-0000 17-03-225-062-0000 17-03-225-063-0000

17-03-225-031-0000 17-03-225-032-0000 17-03-225-033-0000 17-03-225-034-0000 17-03-225-035-0000 17-03-225-036-0000 17-03-225-037-0000 17-03-225-038-0000 17-03-225-039-0000 17-03-225-040-0000 17-03-225-041-0000 17-03-225-042-0000 17-03-225-043-0000 17-03-225-044-0000 17-03-225-045-0000 17-03-225-046-0000