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Cook County Recorder 33.50

Jon E. Floria
890 E. Higgins Rd.
Suite 157
Schaumburg, Illinois 60173



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TERMINATION OF EASEMENT AGREEMENT
AND RELEASE OF EASEMENT

STATE OF ILLINOIS
COUNTY OF COOK

IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY
Re: Grant of Easement in Perpetuity Recorded as Document No. 85-117825

This Termination of Grant of Easement in Perpetuity ("Termination Agreement") is entered into by and among Commerce Drive Partnership, as Successor in Interest to Citizens Bank and Trust Company, Not Personally but solely as Trustee under Trust Agreement Number 66-3897 dated May 31, 1979 ("Grantor"), McLennan & Thebeault, Inc., an Illinois corporation, ("Grantee"), and Chicago Title and Trust Company, as Successor Trustee to First State Bank and Trust Company, under Trust Agreement dated August 27, 1992, and known as Trust No. 2406 ("Land Trustee").

RECITALS:

Grantor and Grantee previously entered into that certain Grant of Easement in Perpetuity dated June 1, 1985, recorded in the Cook County Recorder's office on July 25, 1985, as Document No. 85-117825 ("Easement Agreement"), affecting certain real property legally described on the attached **Exhibit A** ("Servient Parcel").

At the time of execution of the Easement Agreement, Grantee held ^{AN EBN} a leasehold interest in a portion of certain real property legally described on the attached **Exhibit B** which is commonly known as 1771 Commerce Drive, Elk Grove Village, Illinois 60007 ("1771 Commerce Drive").

The Easement Agreement provided for certain rights and obligations on the part of the Grantor and Grantee, and included, without limitation, certain easements in favor of Grantee affecting the Servient Parcel.

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B

It is mutually agreeable to both Grantor and Grantee to terminate the Easement Agreement, including all of the various rights and obligations of both parties thereunder.

The Grantee no longer holds ^{ANY} ~~a leasehold~~ ^{ESM} interest in 1771 Commerce Drive, and the Land Trustee, as legal owner, is successor in interest to the leasehold interest held by Grantee at the time of the execution and recording of the Easement Agreement, and the Land Trustee agrees to the termination of the Easement Agreement.

ACCORDINGLY, for and in consideration of the termination of all obligations under the Easement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, Grantee and Land Trustee agree that the Easement Agreement is hereby terminated, and any and all rights and obligations of the parties thereto are hereby extinguished, including, without limitation, any easement rights affecting the Servient Parcel.

IN WITNESS WHEREOF, the Grantor, Grantee and Land Trustee executed this Termination Agreement as of this 20th day of January, 1997.

MCLENNAN & THEBAULT, INC.,
an Illinois corporation

By: Robert G. McKenna
Its: PRESIDENT

COMMERCE DRIVE PARTNERSHIP,
an Illinois General Partnership

By: [Signature]
Its: General Partner

CHICAGO TITLE AND TRUST COMPANY, not
personally, but as Land Trustee as aforesaid



By: [Signature]
Its: ASST. V.P.

14547\005\Release of Easement - Parking Lot

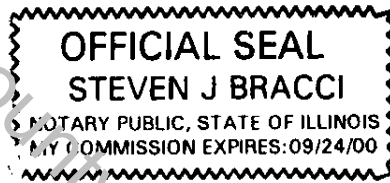
It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be assessed or enforceable against The Chicago Trust Company on account of this instrument or an account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Steven J Bracci a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert G. McLennan, personally known to me to be the President of MCLENNAN & THEBAULT, INC., an Illinois corporation, and personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President (s)he signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of January, 1997.

Steven J. Bracci
Notary Public
Commission Expires _____



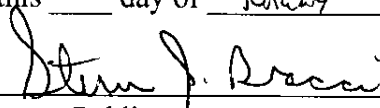
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

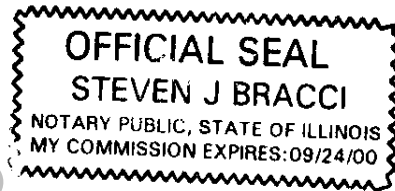
I, Steven J. Bracci a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Cavinagh, personally known to me to be the General Partner of COMMERCE DRIVE PARTNERSHIP, and personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such General Partner, (s)he signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of January, 1997.



Notary Public

Commission Expires _____



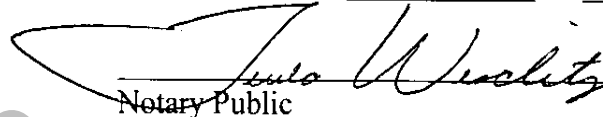
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

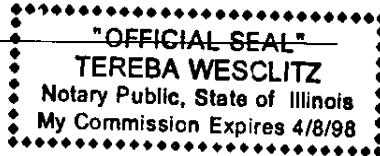
I, TEREBA WESCLITZ a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ~~MAREN HENYET~~ personally known to me to be the _____ of CHICAGO TITLE AND TRUST COMPANY, and personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASST. VP, (s)he signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of JAN, 1997



Notary Public

Commission Expires _____



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EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PARCEL

THE WEST 49 FEET OF LOT 13 IN FRISBIE SUBDIVISION OF PART OF THE WEST
HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
ILLINOIS.

ESM

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EXHIBIT B

LEGAL DESCRIPTION OF 1771 COMMERCE DRIVE

LOT 3, 4 AND 5 IN FRISBE SUBDIVISION OF PART OF THE WEST ½ OF THE
NORTHWEST ¼ OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



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