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LEASE TERMINATION AGREEMENT

THIS AGREEMENT made and entered into as of the 21ST day of January, 1992, by and between Plitt Theatres, Inc. ("Tenant") and The Alfred Kaufmann Trust ("Landlord").

WITNESSETH:

A. Landlord or its predecessor in interest, and Tenant or its predecessor in interest, have heretofore entered into that certain lease dated June 1, 1929, for real property legally described as:

Lots Five (5) and (6) in Block Two (2) in Towle and Young's Addition to the City of Hammond in Lake County, Indiana being the Southeast corner of Hohman and Clinton Streets

Permanent Index No. 36-0226-0006.

and commonly known as 5405-09 Hohman Avenue, Hammond, Indiana (the "Property") which lease may have heretofore been amended or assigned (collectively, the "Lease").

B. The parties mutually desire to terminate the Lease, all on and subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties hereby agree as follows:

1. **Termination.** The Term of the Lease is hereby amended to terminate and expire simultaneous with the execution of that certain Settlement Agreement dated of even date herewith between Landlord and Tenant, a copy of which is attached hereto (the "Effective Date"); provided, if Tenant's representations made in paragraph No. 4 hereinafter shall be false when made, Landlord shall have the right to declare such termination null and void,



RECORDER'S OFFICE
FEB 7 9 28 AM '92
STATE OF INDIANA
LAKE COUNTY

1600

and to reinstate the Lease, in addition to, and not in lieu of, any other rights or remedies that may be available to Landlord. On the Effective Date, the Property shall be deemed surrendered by Tenant.

2. **Payments.** Tenant shall pay all rentals and other charges due under the Lease on or prior to the Effective Date, except such payments as may be due under the Lease related solely to the Tenant's obligations to construct a new building on the Property.

3. **Compliance.** Upon execution of the Settlement Agreement, Tenant shall provide the Landlord reasonable proof of payment and performance of Sections 1 and 2 above.

4. **Representations.** Each party represents to the other that it has full power and authority to execute this Agreement. Each party represents to the other that, except the purported assignment by Plitt to Premier Enterprises Inc., it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease or any interest in the Lease or the Property, and has no knowledge of any existing or threatened claim, demand, obligation, liability, action or cause of action arising from or in any manner connected with the Lease or the Property by any other party.

5. **No Liens.** To the best of its knowledge, Tenant has not, at any time, done or suffered, and will not do or suffer, any act or thing whereby the Property or any part thereof are now or may in the future be charged, affected or covered by any lien, and shall indemnify and hold Landlord harmless from all

liability, expenses, damages or costs arising from same, including without limitation attorneys' fees.

6. **No Offer.** This Agreement shall not be binding until executed and delivered by both parties.

7. **Miscellaneous.** Warranties, representations, agreements and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE ALFRED KAUFMANN TRUST

First National Bank of Chicago

By: Charles B. Randerke
Its Assistant Vice President



Florence Kaufmann

Florence L. Kaufmann

PLITT THEATRES, INC.

By: [Signature]
Its EV

By: [Signature]
Its General M



FIRST NATIONAL BANK OF CHICAGO

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Gregg C. Miller, a Notary Public in and for said County in the State aforesaid, do hereby certify that Carole B. Randecker, is Assistant Vice President of FNBC, a(n) Illinois corporation, and ~~is Secretary of said corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes set forth therein; and the latter officer also then and there acknowledged that (s)he, as custodian of the corporate seal of said corporation, affixed the same to the foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.~~

GIVEN under my hand and notarial seal, this 21ST day of January 1992

Gregg C. Miller
Notary Public

My Commission Expires:



STATE OF Illinois)
COUNTY OF Cook)

SS:

I, Gregg C. Miller, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Florence Kaufmann, 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 that signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 21ST day of January 1992

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

My Commission Expires:

Prepared By And Mail To:

Jeffrey P. DeJong
ALTHEIMER & GRAY
10 South Wacker Drive
Suite 4000
Chicago, Illinois 60606



RETURN TO
MR JOHN OERTER
FIRST NATIONAL BANK OF CHICAGO
ONE FIRST NATIONAL PLAZA
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CHICAGO, IL 60670-0132