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STATE OF INDIANA
LAKE COUNTY
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TERMINATION OF LEASE

This Termination of Lease ("**Agreement**") is made and entered into as of the 13th day of September, 2011 (the "**Effective Date**"), by and between BMO Harris Bank N.A., f/k/a Harris N.A., f/k/a Mercantile National Bank of Indiana, as Trustee of the Nicholas Marnye III Revocable Trust (the "**Landlord**") and White Castle Indiana LLC, an Indiana limited liability company (the "**Tenant**").

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RECITALS:

A. Nicholas Marnye, Jr. and Naomi S. Marnye (Landlord's predecessor in interest) and White Castle System, Inc. (Tenant's predecessor in interest) have entered into a certain Lease with an effective date of September 19, 1972 (the "**Lease**") with respect to the real property located at 6517 Calumet Avenue, Hammond, Indiana 46324 and legally described on Exhibit A attached hereto (the "**Premises**"), as amended by a Lease Extension Agreement, dated October 1, 1996 and evidenced by a short-form Lease recorded as Instrument No. 170937 in the Recorder's Office of Lake County, Indiana and a Memorandum of Lease Extension recorded as Instrument No. 96082698 in the Recorder's Office of Lake County, Indiana (collectively, the "**Lease Memoranda**").

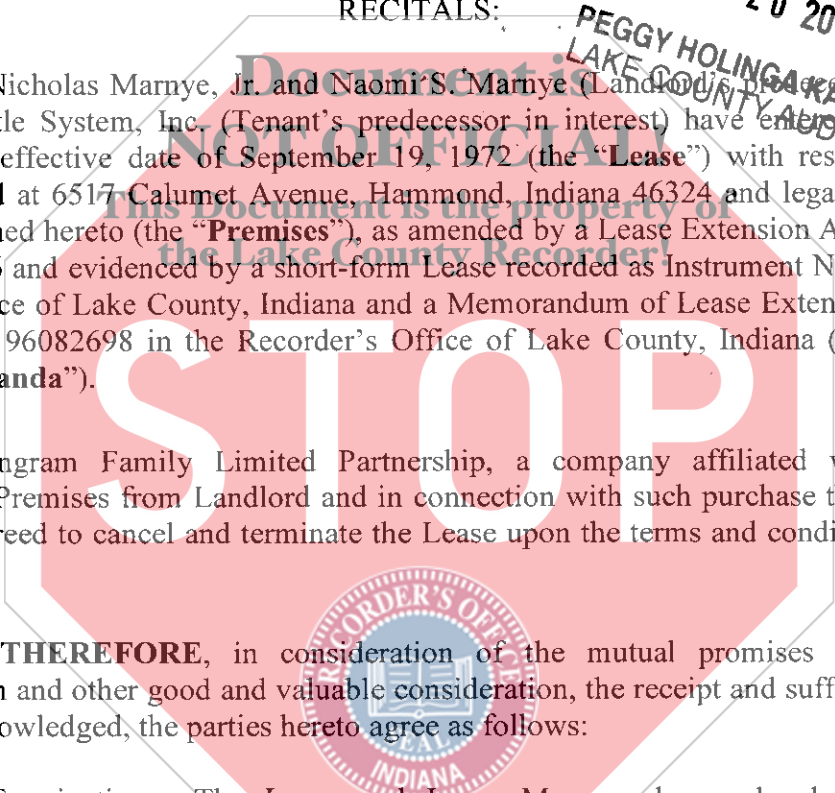
B. Ingram Family Limited Partnership, a company affiliated with Tenant, is purchasing the Premises from Landlord and in connection with such purchase the Landlord and Tenant have agreed to cancel and terminate the Lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination. The Lease and Lease Memoranda are hereby cancelled and terminated effective as of the Effective Date; and on the Effective Date the Lease and Lease Memoranda, and each and all of the covenants, undertakings, duties and obligations arising thereunder or otherwise as a consequence of the landlord-tenant relationship between the parties, shall be deemed null and void and of no further force and effect.

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2. Release. Except as set forth in this Agreement, it is mutually agreed that neither Landlord nor Tenant shall be obligated to or have any rights against the other after the Effective Date under or account of the Lease and the Lease Memoranda or any occupancy thereunder and Landlord and Tenant, for themselves and their successors and assigns, hereby forever release and discharge each other and their respective successors and assigns, from any liabilities, claims, actions, suits, debts, obligations, covenants, warranties, undertakings, promises, agreements, demands and expenses whatsoever in law and in equity which each of the parties may ever had or have or which their respective successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever directly or indirectly arising out of the Lease, the Lease Memoranda, and/or the Premises; provided, however, that the mutual release contained herein shall be effective only as of the Effective Date. Notwithstanding anything contained in this Paragraph 2 to the contrary, neither Landlord nor Tenant shall be released from any covenant, representation or warranty contained in this Agreement or the Lease, which, by the terms of this Agreement or the Lease, is specifically stated to survive the surrender of the Premises.

3. Landlord's Representations. Landlord represents and warrants that it has full right, power and authority to enter into and deliver this Agreement and that execution of this Agreement will not constitute a default, violation or breach of any document, instrument, mortgage or indenture entered into by Landlord. This Agreement is a valid and binding obligation of Landlord enforceable against Landlord in accordance with the terms hereof once Landlord and Tenant execute this Agreement. Landlord represents and warrants to Tenant that it is the sole owner of the Premises and the landlord's interest in the Lease; it has not assigned or conveyed any interest therein to any person or entity and it is not required to obtain any consent from a third party with respect to the execution and performance by Landlord of this Agreement which has not been obtained. Landlord agrees to indemnify and hold Tenant harmless from and against any loss, costs, expenses, damages, including reasonable attorneys' fees, or other liability which may be incurred by Tenant in connection with a breach of any of the representations and warranties of Landlord set forth in this Paragraph 3. The foregoing indemnity shall survive the Effective Date and the expiration of the Lease.

4. Tenant's Representations. Tenant represents and warrants to Landlord that (i) Tenant is the present Tenant under the Lease and Tenant has not assigned, conveyed, encumbered, pledged, sublet or otherwise transferred, in whole or in part, its interest in the Lease, nor shall Tenant do any of the foregoing prior to the Effective Date, (ii) there are no persons or entities claiming under Tenant, or who or which may claim under Tenant, any rights of possession with respect to the Premises, nor shall Tenant permit any such claim to arise prior to the Effective Date, and (iii) Tenant has the right, power and authority to execute and deliver this Agreement and to perform Tenant's obligations hereunder and this Agreement is a valid and binding obligation of Tenant enforceable against Tenant in accordance with the terms hereof. The foregoing covenants, representations and warranties shall survive the surrender of the Premises and the expiration of the Lease.

5. Brokers. Landlord and Tenant each represents and warrants to the other that it has not dealt with any broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify, defend and hold the other harmless from and against any and all loss, costs, damage and expense, including, without limitation, reasonable attorneys' fees and disbursements, incurred by the other by reason of any claims of, or liability to, any broker who shall claim to have dealt with it in connection with this Agreement or the transactions contemplated hereby. The provisions of this Paragraph 5 shall survive the surrender of the Premises and the termination of the Lease.

6. Notices. All notices herein required shall be in writing and shall be delivered personally, by overnight air express service or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties hereto at their respective addresses set forth below. Such notice shall be deemed given (a) upon receipt or upon refusal to accept delivery if delivered personally, (b) one (1) business day after tendering to an overnight air express service, and (c) three (3) business days after mailing if by registered or certified mail.

To Tenant: White Castle Indiana LLC
555 West Goodale Street
Columbus, Ohio 43215
Attn: General Counsel

To Landlord: BMO Harris Bank N.A.
111 West Monroe Street, Floor 16W
Chicago, Illinois 60603
Attn: Anthony Pappalardo

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Amendment. This Agreement may not be modified or amended except by a written agreement executed by the parties hereto.

9. Further Assurances. Each party agrees to cooperate with the other and to execute and deliver all such further instruments and documents and do all such further acts and things as such party may be reasonably requested to do from time to time by the other party, in order to carry out the provisions and objectives of this Agreement.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures of this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

11. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

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

LANDLORD

BMO Harris Bank N.A., as Trustee of the Nicholas Marnye III Revocable Trust and not individually (BMO Harris Bank N.A. N.A. executes this instrument not personally but as trustee as aforesaid and is not held liable in its individual capacity in any way by reason of the same. Any recourse hereunder is only to be held against the trust estate only.)

BY: Anthony G. Pappalardo
Anthony G. Pappalardo, Vice President

STATE OF ILLINOIS)

COUNTY OF COOK)

NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

On this 30th day of August, 2011, before me appeared Anthony L. Pappalardo, to me personally known, who, being by me duly sworn did say that he is a Vice President of BMO Harris Bank N.A., a national banking association and that the foregoing instrument was signed by him on behalf of such national banking association and who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association as the Trustee of the Nicholas Marnye III Revocable Trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Louise Trail
Notary Public

My Commission Expires:

7-31-2012

OFFICIAL SEAL
LOUISE TRAIL
Notary Public - State of Illinois
My Commission Expires Jul 31, 2012

TENANT

WHITE CASTLE INDIANA LLC
an Indiana limited liability company

By: Nicholas W. Zuk
Nicholas W. Zuk, Senior Vice President

By: Andrew F. Prakel
Andrew F. Prakel, Assistant Treasurer

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

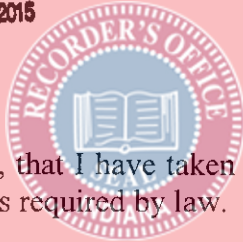
On this 12th day of September, 2011, before me, the undersigned officer, personally appeared Nicholas W. Zuk and Andrew F. Prakel, who acknowledged themselves to be the Senior Vice President and Assistant Treasurer, respectively of White Castle Indiana LLC, an Indiana limited liability company, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing such instrument in such capacities.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



USA A. JACKSON
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 07-24-2015

USA A. Jackson
Notary Public



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. James E. Hughes

This instrument prepared by James E. Hughes, Esq., 4021 Longhill Road, Columbus, Ohio 43220.

Exhibit "A"

Part of the northwest quarter of the northwest quarter of Section 7, Township 36 North, Range 9 West of the Second Principal Meridian, being a portion of Lot Numbered 1 in the Final Plat of White Castle System, Inc. Calumet Avenue, an Addition to the City of Hammond, as per plat thereof recorded December 1, 2005 in Plat Book 98, page 58 as Instrument No. 2005-105586, and excepting therefrom that portion granted to the State of Indiana by Trustees Deed recorded October 4, 2004 as Instrument Nos. 2004-085098 and 2004-085099 in the Office of the Recorder of Lake County, Indiana, and more particularly described as follows:

Commencing at a Brass Disc Marked "Section Corner" at the northwest corner of the northwest quarter of the northwest quarter of Section 7, Township 36 North, Range 9 West of the Second Principal Meridian being the centerline of Calumet Avenue US41A; thence with the west line of said Section 7, South 00 degrees 00 minutes 00 seconds West, 83.28 feet to the intersection of the centerline of Ridge Street; thence leaving said section line with said centerline of Ridge Street South 73 degrees 37 minutes 10 seconds East, 57.63 feet to a point; thence leaving said centerline of Ridge Street South 16 degrees 23 minutes 02 seconds West, 20.00 feet to a Set "+" Cut in a concrete sidewalk on the south right-of-way line of Ridge Street being the Point of Beginning; thence with said south right-of-way line South 73 degrees 37 minutes 10 seconds East, 248.86 feet to a found iron pin at the northwest corner of the property conveyed to AREC 13, LLC by Instrument No. 2010-007293 in the office aforesaid; thence leaving said Ridge Street with AREC 13, LLC South 00 degrees 01 minutes 16 seconds East, 216.85 feet to a round iron Pipe on the north line of the property conveyed to the Concordia Evangelical Lutheran Cemetery Association of Hammond Indiana by Instrument No. 2005-082946 in the office aforesaid; thence leaving AREC 13, LLC with Concordia North 73 degrees 37 minutes 10 seconds West, 259.00 feet to a Set 5/8" Iron Pin with Cap marked "RJW 40282" on the east right-of-way line of said Calumet Avenue US41A; thence leaving Concordia with said east right-of-way line North 00 degrees 00 minutes 00 seconds East, 208.00 feet to a Set "+" cut in the concrete sidewalk; thence continuing with said east right-of-way North 58 degrees 09 minutes 12 seconds East, 11.36 feet to the Point of Beginning.

