## TERMINATION OF MEMORANDUM OF LEASE

#### RECITALS

A. On the 30<sup>th</sup> day of October, 2000, the Lessor and Lessee entered into a Memorandum of Lease, which Memorandum of Lease was recorded on November 2, 2000 as Document No. 2000 0801224h the Office of the Recorder of Lake County, Indiana, by which Lessor leased to Lessee the demised premises described as follows:

NORTHWEST INDIANA TITLE
S WASHINGTON STREET
S LOWELL, IN 46356
D 219-595-JICO

Parcel 1: That part of Section 17, Township 36 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Beginning at the point of intersection of the North line of Central Avenue (as now located in the City of Lake Station, Indiana), with the East property line of the Standard Oil Company of Indiana, the said East property line being the Saine line as described in Deed of Conveyance from the Michigan Central Railroad Company and The New York Central Railroad Company to the Standard Oil Company of Indiana and recorded August 10, 1959 in Deed Record 1122, page 562 in the Office of the Recorder of Lake County, Indiana, the see Easterly from Said Point of The Recorder of Lake County, Indiana, the see Easterly from Said Point of The Recorder of Lake County, Indiana, the Northerly line of Central Avenue a distance of 220 feet; thence Westerly and parallel to the Northerly line of Central Avenue a distance of 250 feet to the said East property line of Said Standard Oil Company of Indiana; thence Southerly along said East Property line a distance of 220 feet, more or less, to the point of beginning.

Parcel 2: Part of the Southeast Quarter of the Northeast Quarter of Section 17, Township 36 North, Range 7 West of the Second Principal Meridian, in the City of Lake Station, Lake County, Indiana, more particularly described as follows: Commencing at a county of the original Northerly line of Central Avenue (50 foot wide) and the East line of Said Section 17; thence Westerly along said original North line 332.45 feet to a point 150 feet Easterly of the Easterly line of Pike Street; thence Northerly at right angles 129 feet to the point of beginning of this described parcel; thence continuing Northerly on said line 91 feet; thence Westerly along a 151.94 feet to the Easterly line of Pike Street; thence Southerly 91 feet, more or less, to a point 129 feet Northerly of the original Northerly line of Central Avenue; thence Easterly 151.14 feet, more or less, to the point of beginning.

AMOUNT \$ 2100

CASH CHARGE 72103

OVERAGE 12ef

COPY NON-COM

CLERK ME

2015 032531

2012 MAY 82 MAY 9: 19

B. to release Lease.	The parties desire each other from	e to terminate their respective	and cancel the e obligations ι	Memorandum of under the Memo	f Lease and orandum of
IN C and obligation	ONSIDERATION of one set forth in thi	f the matters of agreement, the	described abov ne parties agree	e, and the mut e as follows:	ual benefits
1.	The Memorando	um of Lease , subject to the	is terminated terms and con-	as of the ditions set forth I	day of pelow.
2. terms of the	Lessor and Lesse Memorandum of		from their resp	ective obligation	s under the
3,	Lessee waives its	s right of fi <b>rs</b> t re	efusal to purcha	ase the demised	premises.
	All the terms and enefit of the parties, successors, and	es and their res	pective heirs, le		
	party of this agre	ement has cau	ean to be exe	cuted on the da	te Indicated
below. Date		T OFF			
LESSOR:	the L	ake Count	y <b>Restarde</b>	d \	
	LESTATE, LLC		SVT, LLC		
Shirley Luca	Member		DAVID	CHOSUNALIN	, PRESTOSNT
STATE OF I	NDIANA) ) SS:				•
COUNTY OF	The state of the s	WE CHANGE OF			
Subs State by S	cribed and sworn Shirley A Lucas, 2012.	to before me, Member of Lu	Notary Public icas Real Esta	in and for said te, LLC, this	County and 271 day of
My Commis	sion Expires:	WHI AND	Julia M	r. Drues	ood
		Resid	dent of	, No County	otary Public
				THE STATE OF THE S	4



OFFICIAL SEAL
Julis M Trueblood
Notary Public - Indiana
County - Jasper
My Commission Expires
OCT 5, 2015

STATE OF INDIANA) COUNTY OF LAKE Subscribed and sworn to before me, a Notary Public in and for said County and State, by <u>PAVID WILKINSON</u> of SVT, LLC, this <u>J3M</u> day of <u>December</u>, 2012. io O. Vaillanco , Notary Public Resident of <u>Lake</u> County My commission ex JUNIA O. VAILLANCOURT -17-9 Hotary Public, State of Indiana County of Lake My Commission Expires 11/17/2019 I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. This Document is the property of Maks. Lake County Recorder! Prepared By: LUCAS, HOLCOMB & MEDREA, LLP 300 E. 90TH DRIVE MERRILLVILLE, IN 46410 (219) 769-3561

## TERMINATION AGREEMENT

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### **RECITALS**

- A. By a Lease dated December 31, 1964, Florence M. Lucas leased to Garden City Foods, Inc. the real estate commonly known and described as 3232 Central Avenue, Lake Station, Indiana (the "demised premises").
- B. Through various transfers, the Lessor became the owner of the demised premises and the above described Lease was assigned to the Lessor.
- C. On December 31, 1999, Lucas Real Estate, LLC and Key Markets, Inc. entered into a Lease Amendment recorded on January 7, 2000, as Document No. 2000 001449; and on October 30, 2000, Lucas Real Estate, LLC, Key Markets, Inc., and SVT, LLC entered into an Assignment of tease recorded November 2, 2000 as Document No. 2000 080121.
- D. The Lessee received its interest in the demised promises through various assignments of the lease referred to above the property of the Lake County Recorder!
- E. Lessor and Lessee have decided that it is in their mutual best interest to terminate the above described Lease. It is the intention of Lessor and Lessee to effect the cancellation of this Lease by this instrument.

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements contained in this Termination Agreement, and of the release and surrender by Lessee of the Lease, and all of Lessee's rights in the Lease in and to the premises, and of the release by Lessor of all obligations of Lessee under the Lease, and for other good and valuable consideration, the receipt and sufficiency of which the parties to this Termination Agreement acknowledge, Lessor and Lessee agree as follows:

SECTION ONE. LESSEE'S RELEASE OF LEASE

From and after , 2012, (the "termination date") Lessee surrenders to Lessor the Lease and airmines of Lessee in and to the demised premises, however acquired, together with all of Lessee's right and interest, and title, if any, in and to all improvements and fixtures contained in the demised premises, and all of the rights of Lessee in and to the Lease.

Lessor and Lessee have executed this Termination Agreement on the day and year written above.

LESSOR:

LESSEE:

LUCAS REAL ESTATE, LLC

SVT, ILC

Shirley Lucas, Member

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AVID LILKINSON, PI

, PRISIDINT

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

your J. fee

# Document is NOT OFFICIAL!

Prepared By:

Thanks of Garnent is the property of LUCAS, HOLCOMB & MEDREA, LLP 30012 30012 30012 101 46410

MERRILLVILLE, IN 46410