

Document 2006 1592

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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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COMPARED	<input type="checkbox"/>

Document prepared by and return to:
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TERMINATION OF TRI-PARTY AGREEMENT AND
PARTIAL TERMINATION OF LEASE

THIS TERMINATION OF TRI-PARTY AGREEMENT AND PARTIAL TERMINATION OF LEASE, dated as of March 31, 2006, is made by HARDEE'S FOOD SYSTEMS, INC., a North Carolina corporation, having an address of One U.S. Bank Plaza, 505 N. 7th Street, Suite 3610, St. Louis, Missouri 63101 ("Hardee's"), as successor-in-interest to Lessor (defined below), and Hardee's, as successor-in-interest to Remdee (defined below), and Hardee's, on behalf of itself as a party to the Lease (defined below) and Tri-Party Agreement (defined below).

WITNESSETH:

WHEREAS, Hardee's entered into a Lease Agreement (as amended and restated, the "Lease"), dated as of December 29, 1988 with U.S. Bank National Association, a national banking association, successor in interest to State Street Bank and Trust Company, successor in interest to The Connecticut National Bank, not in its individual capacity, but solely as Owner Trustee ("Owner Trustee"), and Michael M. Hopkins, not individually, but solely as sole Co-Trustee ("Co-Trustee"), in each case, for Textron Financial Corporation, a Delaware corporation (the "Owner Participant"), under that certain Trust Agreement ("Trust Agreement"), dated as of December 29, 1988 (collectively, "Lessor"), for the premises located at 1007 John Wayne Drive, Winterset, Madison County, Iowa, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises"), for which a Memorandum of Lease was recorded at Book 39, Page 55 in the Madison County Recorder's Office; and

WHEREAS, Lessor, Remdee Corporation, a Delaware corporation ("Remdee") and Hardee's entered into a Tri-Party Agreement (the "Tri-Party Agreement"), dated as of December 29, 1988, covering the Premises, which Tri-Party Agreement was recorded at Book 39, Page 95 in the Madison County Recorder's Office; and

WHEREAS, Hardee's purchased Lessor's and Remdee's respective interests in the Premises and Lessor assigned its interest in the Lease and Tri-Party Agreement to Hardee's and Remdee assigned its interest in the Tri-Party Agreement to Hardee's pursuant to an unrecorded agreement among them.

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

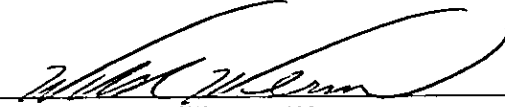
1. The Lease, solely as it relates to the Premises, is hereby terminated effective on the date hereof (hereinafter referred to as the "Termination Date"). Except as expressly modified and amended herein, all other terms, provisions and conditions of the Lease shall remain in full force and effect.

2. The Tri-Party Agreement is hereby terminated in its entirety effective on the Termination Date.

**[Remainder of Page Intentionally Left Blank –
Signatures Appear Below]**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day, month and year first above written.

HARDEE'S FOOD SYSTEMS, INC., a North Carolina corporation, successor in interest to Lessor under the Lease and Tri-Party Agreement

By: 
Printed Name: William R. Werner
Title: Senior Vice President

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

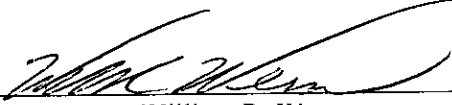
This instrument was acknowledged before me on March ~~22~~ 2006 by William R. Werner, Senior Vice President of HARDEE'S FOOD SYSTEMS, INC., a North Carolina corporation.


Patsy Paschal

Notary Public in and for the City of St. Louis, State of Missouri.

(SEAL)
PATSY PASCHAL
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: **March 24, 2006**

HARDEE'S FOOD SYSTEMS, INC., a North Carolina corporation, successor-in-interest to Remdee under the Tri-Party Agreement


By: 
Printed Name: William R. Werner
Title: Senior Vice President

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

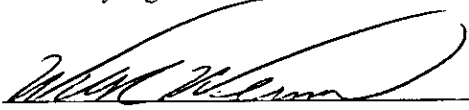
This instrument was acknowledged before me on March 27, 2006 by William R. Werner, Senior Vice President of HARDEE'S FOOD SYSTEMS, INC., a North Carolina corporation.


Patsy Paschal

Notary Public in and for the City of St. Louis, State of Missouri.


(SEAL)

PATSY PASCHAL
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: March 24, 2006

HARDEE'S FOOD SYSTEMS, INC., a North Carolina corporation, on behalf of itself as a party to the Lease and Tri-Party Agreement

By: 
Printed Name: William R. Werner
Title: Senior Vice President

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

This instrument was acknowledged before me on March ~~22~~²³, 2006 by William R. Werner, Senior Vice President of HARDEE'S FOOD SYSTEMS, INC., a North Carolina corporation.


Patsy Paschal

Notary Public in and for the City of St. Louis, State of Missouri.

(SEAL) PATSY PASCHAL
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: **March 24, 2006**

EXHIBIT A

LEGAL DESCRIPTION

A tract of land described as follows:

Beginning at a point (P.O.B.) 300.64 feet S 0° 00' E, and 110 feet N 90° 00" E of the Northwest corner of Section 31, in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence N 00° 00' E (assumed for the purpose of this description only) 144.88 feet; thence N 45° 48' 23" E, 90.37 feet; thence N 86° 28' 12" E, 115.39 feet; thence S 00° 00' 33" E, 214.89 feet; thence S 89° 58' 15" W, 180.00 feet to the point of beginning.