



THIS DOCUMENT PREPARED BY &
AFTER RECORDING RETURN TO:
Robert J. Maganuco, Esq.
Sidley & Austin
Bank One Plaza
10 South Dearborn Street
Chicago, Illinois 60603



MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE is dated as of January 18, 2001.

Pursuant to a certain Office Lease dated January 24, 2000 (the "Lease"), DEARBORN CENTER, L.L.C., as successor to PRIME/ BEITLER DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("Landlord"), has leased and demised unto Bank One, NA, a national banking association ("Tenant") 603,767 rentable square feet of space on Floors 3-11, 12 and 14 of the Building (defined below), together with the secured courier delivery area (defined in the Lease as the LL2 Space) consisting of approximately 14,200 square feet of space (collectively, the aggregate leased area including the LL2 Space shall hereinafter be referred to as the "Premises"), and the Premises are located in that certain building to be known as Dearborn Center (the "Building"), which Building will be located on the land legally described on Exhibit A attached hereto and made a part hereof (the "Land").

The Landlord and Tenant hereby confirm that the Lease contains the following provisions, among others:

1. The initial term of the Lease commences, with respect to each Segment of the Premises ("Segment") designated on Exhibit C attached to the Lease, on the Segment Commencement Date (as defined in the Lease) for each Segment as provided in the Work Letter Agreement ("Work Letter") attached to the Lease as Exhibit D, or, with respect to any portion of a Segment that Tenant occupies for the conduct of its business prior to such Segment Commencement Date, on the date that Tenant first occupies such portion of the Segment for the conduct of its business, and subject to the terms of the Lease, the Lease shall expire fifteen (15) years after either the last day of the calendar month in which the Final Occupancy Date (as defined in the Lease) occurs, unless such Final Occupancy Date occurs on the first day of a calendar month, in which event the Lease shall expire fifteen (15) years after the day immediately preceding the Final Occupancy Date ("Expiration Date").

2. At the time each Segment Commencement Date or the Final Occupancy Date is established, the parties will promptly enter into a supplement to the Lease covering the matters specified in Section 1B of the Lease. Pursuant to such supplement, at such time as the Expansion Space (as defined below) and actual Expiration Date are determined, the parties will promptly enter into a supplement to this Memorandum setting forth the same.

New North 1000 1567

Property of Cook County Clerk's Office

3. Subject to the terms of the Lease, Tenant has a limited option to rent all or a portion of the fifteenth (15th) through twenty-third (23rd) floors of the Building.

4. Subject to the terms of the Lease, Tenant has three (3) consecutive options to extend the Term of the Lease for periods of five (5) years each.

5. Subject to the terms of the Lease, Tenant has options to lease an additional three (3) floors of the Building (the "Expansion Space") which shall be determined as provided in the Lease and described in the supplement referred to in Paragraph 2 above.

6. This Memorandum of Lease is made solely for recording purposes and does not in any manner enlarge or reduce the respective rights, privileges, liabilities or obligations of Landlord or Tenant under the Lease.

7. All of the covenants, agreements, conditions and undertakings contained in the Lease inure to the benefit of and are binding upon the parties thereto and their respective heirs, executors, administrators, successors and assigns and shall be construed as covenants running with the land for the entire time the Lease is in force and effect.

8. This Memorandum of Lease may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed shall be deemed an original, but all of such counterparts when taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed as of the date first written above.

TENANT:

BANK ONE, NA, a national banking association

By:

Its:

[Handwritten Signature]
Senior Vice President

LANDLORD:

DEARBORN CENTER, L.L.C., a Delaware limited liability company

By: PRIME/BEITLER DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company

By: Penny Beitler L.L.C., an Illinois limited liability company, its managing member

By:

Its:

[Handwritten Signature]
Manager

Property of Cook County Clerk's Office

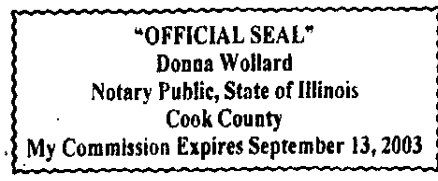
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Roy C. Keller the Senior Vice President of Bank One, NA, a national banking association, personally known to me to be the person who executed the within instrument whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of the company aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of January, 2001.

Donna Wollard
Notary Public

My commission expires: Sept. 13, 2003.



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that J. Paul Beitler, of Penny Beitler L.L.C., an Illinois limited liability company, the managing member of Prime/Beitler Development Company, L.L.C., a Delaware limited liability company, the sole member of Dearborn Center, L.L.C. a Delaware limited liability company, personally known to me to be the person who executed the within instrument whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of the company aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of January, 2001.

Timothy J. Driscoll
Notary Public

My commission expires: February 21, 2003.

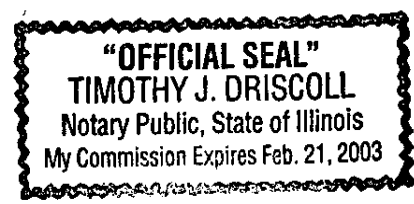


EXHIBIT A

LEGAL DESCRIPTION OF LAND

Lots 5, 6, 7 and that part of Lot 8 lying East of the East line of Dearborn Street (excepting therefrom the North 9 feet of said Lots taken for alley), in Block 141 in School Section addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

543057.4

PIN NO. 5 17-16-213-012; 17-16-213-013;
17-16-213-014; 17-16-213-015; Vol. 511

Address: Vacant land on S. Dearborn, W. Adams,
S. State and Marble Place, Chicago, IL.

Property of Cook County Clerk's Office