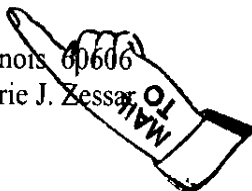
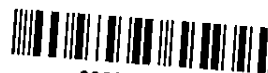


THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Alzheimer & Gray  
10 South Wacker Drive  
Suite 4000  
Chicago, Illinois 60606  
Attn: Marjorie J. Zessar



AMENDED AND RESTATED MEMORANDUM OF LEASE AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE AGREEMENT ("Amended and Restated Memorandum") is a memorandum dated as of this 16th day of January, 2002, by and between KINZIE PEABODY STERLING, LLC, a Delaware limited liability company ("Lessor") having an address c/o Kinzie Properties, L.L.C., 900 W. Jackson Blvd., 8th Floor, Chicago, Illinois 60607 and TWELVE OAKS CORPORATE RESIDENCES, INC. D/B/A TWELVE OAKS CORPORATE HOUSING, an Illinois corporation ("Lessee"), having an address at 545 East Algonquin Road, Arlington Heights, Illinois 60005.

WHEREAS, a Memorandum of Lease Agreement was executed in connection with that certain Master Lease dated as of October 29, 1999, by and between Lessor and Lessee and recorded in Cook County, Illinois on November 19, 1999 as Document Number 09091651 ("Original Memorandum");

WHEREAS, pursuant to the Master Lease, Lessor leases to Lessee, and Lessee leases from Lessor certain premises in The Sterling, located at 345 North LaSalle Street in the City of Chicago, County of Cook, State of Illinois, such property being legally described on Exhibit A attached hereto, which premises consist of approximately 204 Units in the Building (the "Leased Premises");

WHEREAS, Lessor and Lessee entered into a First Amendment to Master Lease dated as of December 6, 2000 to modify certain provisions of the Lease, including without limitation, the Renewal Terms of the Lease (the Master Lease, as modified by the First Amendment to Master Lease, is hereinafter referred to collectively as the "Lease");

WHEREAS, Lessor and Lessee desire to amend and restate the Original Memorandum to memorialize of record such changes to the Lease.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

- 1. The term of the Lease is ten (10) Lease Years following the Lease Commencement Date.

NEAR NORTH NO1010003 SAS

2. Tenant shall have the right to extend the term of the Lease for three (3) additional consecutive periods of five (5) years each and one (1) additional period of seven (7) years, subject to and in accordance with the terms of the Lease.

3. Tenant has certain exclusive rights to operate the Units in the Leased Premises as first-class furnished apartments, home/office suites or for short-term transient use, as well as for any ancillary uses, subject to and in accordance with the terms of the Lease.

4. For a complete statement of the terms and conditions of the Lease, reference should be made to the Lease. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.

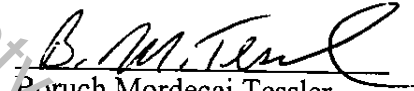
5. This Amended and Restated Memorandum supercedes the Original Memorandum in its entirety.

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

**Lessor:**

**KINZIE PEABODY STERLING, LLC**

By: Kinzie Properties, L.L.C. d/b/a/  
Kinzie Street Properties, L.L.C.

By:   
Boruch Mordecai Tessler  
Co Manager

By:   
David Tessler  
Co-Manager

**Lessee:**

**TWELVE OAKS CORPORATE  
RESIDENCES, INC. d/b/a Twelve Oaks  
Corporate Housing**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

2. Tenant shall have the right to extend the term of the Lease for three (3) additional consecutive periods of five (5) years each and one (1) additional period of seven (7) years, subject to and in accordance with the terms of the Lease.

3. Tenant has certain exclusive rights to operate the Units in the Leased Premises as first-class furnished apartments, home/office suites or for short-term transient use, as well as for any ancillary uses, subject to and in accordance with the terms of the Lease.

4. For a complete statement of the terms and conditions of the Lease, reference should be made to the Lease. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.

5. This Amended and Restated Memorandum supercedes the Original Memorandum in its entirety.

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

**Lessor:**

**KINZIE PEABODY STERLING, LLC**

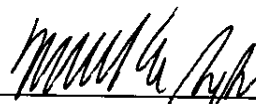
By: Kinzie Properties, L.L.C. d/b/a/  
Kinzie Street Properties, L.L.C.

By: \_\_\_\_\_  
Ezra Mordecai Tessler  
Co Manager

By: \_\_\_\_\_  
David Tessler  
Co-Manager

**Lessee:**

**TWELVE OAKS CORPORATE  
RESIDENCES, INC. d/b/a Twelve Oaks  
Corporate Housing**

By:   
Name: MICHAEL N. SPARKS  
Title: PERSONANT

# UNOFFICIAL COPY

0020034982

STATE OF ILLINOIS     )  
                                          )  
                                          )     ss  
COUNTY OF COOK     )

I, Allison M. Marzano, a Notary Public in and for said County in the State aforesaid, do hereby certify that Boruch Mordecai Tessler and David Tessler, Co-Managers Kinzie Properties, L.L.C., the managing member of KINZIE PEABODY STERLING, LLC, a Delaware limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Co-Managers 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 limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 17 day of JAN., 2002.



Allison M. Marzano  
Notary Public

My Commission Expires:

STATE OF ILLINOIS     )  
                                          )  
                                          )     ss  
COUNTY OF COUNTY     )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_ TWELVE OAKS CORPORATE RESIDENCES, INC., an Illinois corporation, and of said corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary acts 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 \_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

My Commission Expires:

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

ss

0020034982

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that Boruch Mordecai Tessler and David Tessler, Co-Managers Kinzie Properties, L.L.C., the managing member of KINZIE PEABODY STERLING, LLC, a Delaware limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Co-Managers 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 limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

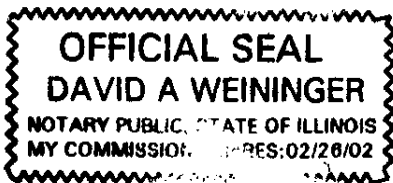
My Commission Expires:

STATE OF ILLINOIS )  
 )  
COUNTY OF COUNTY )

ss

I, David A. Weininger, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael R. Sparks, President of TWELVE OAKS CORPORATE RESIDENCES, INC., an Illinois corporation, and of said corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary acts 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 17th day of January, 2002.



David A. Weininger  
Notary Public

My Commission Expires:

# UNOFFICIAL COPY

EXHIBIT A

0020084982

## LEGAL DESCRIPTIONS OF COMMERCIAL PARCEL GARAGE PARCEL AND RESIDENTIAL PARCEL

### Commercial Parcel

Lots 1, 2, 4, 5, 6, 10, 2A, 3A, 4A, 6A, 8A, 10A and 12A in Sterling Residences Subdivision, recorded September 28, 2001 as Document No. 0010909218, being a resubdivision of part of Lots 5, 6 and 7 in Block 3 in the Original Town of Chicago, in the Southeast  $\frac{1}{4}$  of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

### Garage Parcel

Lots 1S, 2S, 3S, 4S, 5S, 11S, 3, 9, 1A, 11A, 13A, 14A, 2C, 1D, 3D, 4D, 5D and 9E in Sterling Residences Subdivision, recorded September 28, 2001 as Document No. 0010909218, being a resubdivision of part of Lots 5, 6 and 7 in Block 3 in the Original Town of Chicago, in the Southeast  $\frac{1}{4}$  of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

### Residential Parcel

Lots 5S, 6S, 7S, 8S, 10S, 7, 8, 5A, 7A, 9A, 1C, 3C, 2D, 1E, 2E, 1F and 2F in Sterling Residences Subdivision, recorded September 28, 2001 as Document No. 0010909218, being a resubdivision of part of Lots 5, 6 and 7 in Block 3 in the Original Town of Chicago, in the Southeast  $\frac{1}{4}$  of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-09-406-001; 17-09-406-005

COMMON ADDRESS: 345 NORTH LA SALLE STREET, CHICAGO, ILLINOIS  
111 WEST KINZIE STREET, CHICAGO, ILLINOIS