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2002-12-23 15:15:21

Cook County Recorder 34.50



0021432120

02-17706

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of Dec. 20, 2002 by and among HEALTH CARE REIT, INC., a corporation organized under the laws of the State of Delaware, and HCRI ILLINOIS PROPERTIES, LLC, a limited liability company organized under the laws of the State of Delaware (collectively the "Landlord"), and THSC LLC, a limited liability company organized under the laws of the State of Illinois (the "Tenant").

1. Lease. Landlord and Tenant have entered into and executed a Master Lease Agreement (the "Lease") dated as of Dec 20, 2002 ("Effective Date") relating to the real property described with the permanent index tax number on Exhibit A attached hereto ("Subject Property"). Additional property that is not located in the county of the Subject Property may now be or may hereafter become subject to the Lease. The requisite Memoranda of Lease have been or will be filed in the appropriate jurisdictions with respect to such additional property.

2. Address of Landlord. Landlord's address as set forth in the Lease is One SeaGate, Suite 1500, P. O. Box 1475, Toledo, Ohio 43603-1475.

3. Address of Tenant. Tenant's address as set forth in the Lease is 515 North State Street, Suite 1700, Chicago, Illinois 60610.

4. Term of Lease. The initial term ("Initial Term") of the Lease commences on the Effective Date and expires at 12:00 Midnight Eastern Time on Dec 19, 2017 ("Expiration Date"); provided, however, that [i] Tenant has the option to renew this Lease for one or more renewal terms as set forth in the Lease; and [ii] that the Initial Term may be extended from time to time pursuant to the provisions of the Master Lease.

5. Option to Purchase. Tenant has the option to purchase the Subject Property upon the terms and conditions set forth in the Lease.

Lawyers Title Insurance Corporation

6 pages

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6. Mechanic's Liens. The Lease provides that Tenant shall have no authority to permit or create a lien against Landlord's interest in the Subject Property.

7. Incorporation of Lease. The Lease is unrecorded and is herein expressly incorporated by reference for a complete statement of the rights and obligations of Landlord and Tenant with respect to the Subject Property. Any conflict between this Memorandum of Lease and the Lease shall be governed by the terms of the Lease.

8. Release. Tenant agrees to promptly execute a release of this Memorandum of Lease at any time after the Lease has terminated.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date first set forth above.

Signed and acknowledged in the presence of:

HEALTH CARE REIT, INC.

Signature: *Rita J. Rogge*
Print here: RITA J. ROGGE

By: *Erin C. Ibele*
Title: VICE PRESIDENT AND CORPORATE SECRETARY

Signature: *Julia Steingass*
Print here: JULIA STEINGASS

HCRI ILLINOIS PROPERTIES, LLC

Signature: *Rita J. Rogge*
Print here: RITA J. ROGGE

By: Health Care REIT, Inc.,
Its sole member

Signature: *Julia Steingass*
Print here: JULIA STEINGASS

By: *Erin C. Ibele*
Title: VICE PRESIDENT AND CORPORATE SECRETARY

THSC LLC

Signature: *Marianna Platt*
Print here: MARIANNA PLATT

By: NeuroSource Inc., Manager

Signature: _____
Print here: _____

By: *John A. ...*
Title: CEO

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 17 day of December 2002 by ERIN C. IBELE, the VICE PRESIDENT AND CORPORATE SECRETARY of Health Care REIT, Inc., a Delaware corporation, on behalf of the corporation.

Rita J. Rogge
Notary Public

My Commission Expires: _____

[SEAL]



RITA J. ROGGE
Notary Public, State of Ohio
Commission Expires 8/26/05

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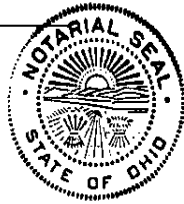
0021432120

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 17 day of December 2002 by ERIN C. IBELE, the VICE PRESIDENT AND CORPORATE SECRETARY of Health Care REIT, Inc., a Delaware corporation, the sole member of HCRI Illinois Properties, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Rita J Rogge
Notary Public

My Commission Expires: _____ [SEAL]



RITA J. ROGGE
Notary Public, State of Ohio
Commission Expires 8/26/05

STATE OF Illinois)
) SS:
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 17 day of Dec, 2002 by Thomas Hodson, the Chairman of NeuroSource Inc. a Delaware corporation and the Manager of THSC LLC, a Illinois limited liability company, on behalf of the limited liability company.

Marianne Platt
Notary Public

My Commission Expires: _____ [SEAL]



THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Eileen M. Best, Esq.
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43624-1573



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EXHIBIT A: LEGAL DESCRIPTION

Facility Name: Neurologic and Orthopedic Institute of Chicago
4550 North Winchester Avenue
Chicago, Illinois 60640

[*To Follow, along with permanent index tax numbers*]

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

0021432120

SPECIALTY CARE PAVILION
and
SCP ANNEX

Lots 1, 2 and 3 of Samuel Brown Jr.'s Subdivision of Lots 13 and 14 in Block 14 in Ravenswood being a Subdivision of part of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 18, and part of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with Lots 1 and 2 in Felix Canda's Resubdivision of Lot 15 in Block 14 in Ravenswood aforesaid, together with part of Lots 16, 17, 18, 19 and 20 and part of vacated North Winchester Avenue adjoining Lots 17 and 18 in Block 14 in Ravenswood aforesaid taken as a tract described as follows: beginning at the Southeast corner of said tract; thence North 00°07'32" West along the East line of said tract 351.45 feet to easterly extension of the north face of a one story brick building; thence North 89°58'54" West along said extension and the north face of said building 104.35 feet to the west face of said one story brick; thence South 00°07'01" East 107.40 feet; thence South 89°46'32" West 48.08 feet; thence North 00°01'39" East 25.42 feet; thence South 89°44'43" West 54.88 feet; thence South 00°00'17" West 76.94 feet; thence South 89°59'43" East 55.03 feet to the East line of North Winchester Avenue; thence South 00°07'32" East along said East line 192.13 feet to the Southwest corner of Lot 1 of Samuel Brown Jr.'s Subdivision aforesaid; thence North 90°00'00" East along the South line of Lots 1, 2 and 3 in Samuel Brown Jr.'s Subdivision aforesaid 152.39 feet to the point of beginning, (except therefrom that part thereof lying above a horizontal plane having an elevation of 44.55 Chicago City Datum and lying within its horizontal boundary projected vertically and described as follows: commencing at the Southeast corner of said tract; thence North 00°07'32" West along the East line of said tract 246.45 feet to the point of beginning; thence North 00°07'32" West along the East line of said tract 105.00 feet to easterly extension of the north face of a one story brick building; thence North 89°58'54" West along said extension and the north face of said building 104.35 feet to the west face of said one story brick; thence South 00°07'01" East 105.44 feet; thence South 89°46'32" East 104.36 feet to the point of beginning), in Cook County, Illinois.

P.I.N. Nos.: 14-18-213-003-0000
14-18-213-004-0000
14-18-213-005-0000
14-18-213-006-0000
14-18-213-007-0000