

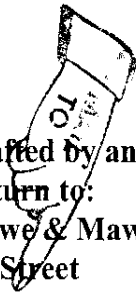
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Doc#: 0413145051
Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 05/10/2004 09:37 AM Pg: 1 of 9

This document drafted by and when recorded, return to:
Mayer, Brown, Rowe & Maw
190 South LaSalle Street
Chicago, Illinois 60603
Attention: Susan R. Proffitt



MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memo of Lease") dated as of May 6, 2004, between ABN AMRO REAL ESTATE COÖPERATIEVE I U.A., having its principal office at Foppingadreef 22, 1102 BS Amsterdam, The Netherlands, as the Lessor (the "Lessor") and CNBC LEASING CORP., a Delaware corporation, having a principal office at 135 S. LaSalle Street, Chicago, Illinois 60603, as the Lessee (the "Lessee"),

WITNESSETH:

WHEREAS, Lessee has, by that certain Quitclaim Deed and Bill of Sale, and that certain Contribution and Assumption agreement, contemporaneously herewith transferred land legally described on Exhibit A attached hereto and made a part hereof (the "Land") and the Existing Improvements to Lessor; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the Land and the Improvements (as defined herein) (collectively, the "Property") pursuant hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to enter into this Memo of Lease, as follows:

SECTION 1 *Certain Terms.* Capitalized terms used but not otherwise defined in this Memo of Lease have the meanings specified in Appendix A to then Master Lease; and the rules of interpretation specified in Appendix A to the Master Lease shall apply to this Memo of Lease. The term "Obligations" shall mean all obligations (monetary or otherwise) of the Lessee arising under or in connection with the Master Lease.

SECTION 2 *The Property.* Attached hereto as Exhibit A is the legal description of the Land. Effective upon the execution and delivery of this Memo of Lease by the Lessor and the Lessee, the Property shall be subject to the terms and provisions of the Master Lease. Subject to the terms and conditions of the Master Lease, the Lessor hereby leases the Property to the Lessee for

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the Term (as defined below) of this Memo of Lease, and the Lessee hereby agrees, expressly for the direct benefit of the Lessor, to lease the Property from the Lessor for the Term.

SECTION 3 *Lease Term.* The term of the Master Lease (the “Term”) shall begin on the date hereof and shall end on the May 6, 2024 (the “Lease Termination Date”) with respect to the Property, unless the Term with respect to the Property is renewed or earlier terminated in accordance with the provisions of the Master Lease, but in no event later than May 5, 2044. For and in consideration of good and valuable consideration paid by the Lessee to the Lessor as described in the Master Lease, the Lessor hereby grants to the Lessee the right to purchase the Property during the Term on the terms set forth in the Master Lease.

SECTION 4 *Ratification.* The terms and provisions of the Master Lease are hereby ratified and confirmed and remain in full force and effect. In the event of any conflict between the terms of the Master Lease and the terms of this Memo of Lease, the terms of the Master Lease shall control.

SECTION 5 *GOVERNING LAW.* THE MASTER LEASE AND THIS MEMO OF LEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS (INCLUDING FOR SUCH PURPOSE, 735 ILCS SECTION 105/5-1 ET SEQ, BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS).

SECTION 6 *Counterpart Execution.* This Memo of Lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

SECTION 7 *Renewal and Purchase Options.* Lessee has the right to renew the Base Lease Term for one or more terms up to a maximum of four (4) terms of five (5) years each. In addition, Lessee has the right to purchase the Property on any Purchase Date (as defined in the Master Lease).

SECTION 8 *Limitations on Recourse.* Anything in this Memo of Lease to the contrary notwithstanding, neither the Lessee nor any of its successors or assigns shall have any claim, remedy or right to proceed against the Lessor in its individual capacity or any past, present or future stockholder, subscriber of capital stock, officer, director, incorporator or partner of the Lessor whether by virtue of any statute or rule of law or by enforcement of any penalty or assessment or otherwise or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever in this Master Lease, from any source other than the Lessor’s interest in the Property; and the Lessee by the execution of this Master Lease waives and releases any liability of the Lessor in its individual capacity or any past, present or future stockholder, subscriber of capital stock, officer, director, incorporator or partner of the Lessor for and on account of such liability, agrees to look solely to the Lessor’s interest in the Property for the satisfaction of such liability; *provided, however,* that nothing herein contained shall limit, restrict or impair the rights of the Lessee, subject to the limitations hereinabove described, to bring suit and obtain a judgment against the Lessor or to exercise all rights and remedies provided under this Memo of Lease and the Master Lease or otherwise realize upon the Lessor’s interest in the Property, other than the pursuit of any claim of personal

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liability; and *provided, further*, that the Lessor shall be liable in its individual capacity for (i) its own willful misconduct or gross negligence, (ii) any Tax based on or measured by any income, fees, commission or compensation received by it for acting as the Lessor, and (iii) its representations, warranties and agreements.

SECTION 9 *Memorandum of Master Lease.* This Memo of Lease shall constitute a memorandum, for recording and notice to the public, of the Master Lease, which Master Lease is hereby incorporated herein by this reference and made a part of this instrument as fully and completely as if the same were set forth herein.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Memorandum of Lease as of the date first above written.

LESSOR:

ABNAMRO REAL ESTATE COÖPERATIEVE I U.A.

By: _____
Name: René van Doorn
Title: man. director

By: _____
Name: Ros H. de Jong
Title: man. director

LESSEE:

LASALLE STREET CAPITAL, INC.

By: _____
Name: _____
Title: _____

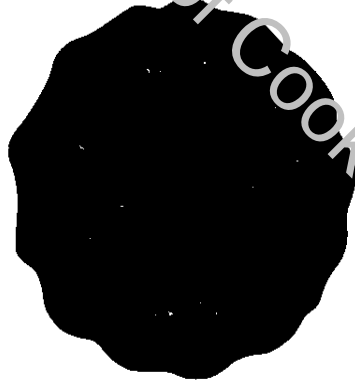
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SEEN FOR LEGALISATION, by me, Christiaan Maria Stokkermans, civil law notary in Amsterdam, the Netherlands, the signatures of Mr René van Doorn, born in Utrecht, the Netherlands, on 6 September 1952, and Mr Robert Henri Ignatius de Jong, born in Amsterdam, the Netherlands, on 20 October 1947.

Mr Van Doorn and Mr De Jong are both managing director of and authorised to represent ABN AMRO Real Estate Coöperatieve I U.A., with official seat in Amsterdam.

Amsterdam, the Netherlands, 5 May 2004.



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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Memorandum of Lease as of the date first above written.

LESSOR:

ABN AMRO REAL ESTATE COÖPERATIEVE I U.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LESSEE:

LASALLE STREET CAPITAL INC.

By: _____
Name: THOMAS M. GOLDSTEIN
Title: CHIEF FINANCIAL OFFICER

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STATE OF ILLINOIS)

COUNTY OF COOK)

ss.:

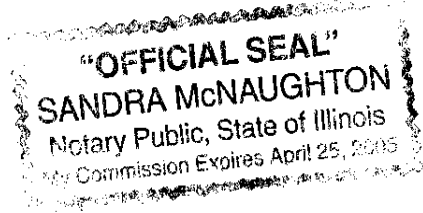
On this 6th day of May, 2004 before me appeared Thomas M. Goldstein to me personally known (or satisfactorily proven), who, being by me duly sworn did say that he is the Chief Financial Officer of LaSalle Street Capital, Inc., a Delaware corporation, and that said instrument was signed and sealed on behalf of said Delaware corporation by authority of its board of directors (or trustees), and said CFO acknowledged said instrument to be the free act and deed of said Delaware corporation.

Sandra McNaughton

Notary Public

Print Name: SANDRA McNAUGHTON

My commission expires: APRIL 25, 2005



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[ATTACH NOTARY FOR ABN AMRO REAL ESTATE COÖPERATIEVE I U.A.]

A large, complex, and illegible handwritten scribble or signature that spans across the middle of the page. It consists of several overlapping, wavy lines that do not form any recognizable text.

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**EXHIBIT A
to Memo of Lease**

LEGAL DESCRIPTION OF LAND

LOTS 5, 6, AND 7 (EXCEPT THE NORTH 10 FEET THEREOF) AND THAT PART OF LOT 8 LYING EAST OF THE EAST LINE OF LASALLE STREET (EXCEPT THE NORTH 10 FEET THEREOF) IN BLOCK 117 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 135 S. LaSalle Street, Chicago, Cook County, Illinois

Real Estate Tax permanent index number for the property: 17-16-211-009, Vol. 511