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Prepared by and return to:

Gary R. Preston, Esq.
Bank of America, N.A.
101 South Tryon St., 29th Floor
NC1-002-29-01
Charlotte, NC 28255

Doc#: 0423239051
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 08/19/2004 01:14 PM Pg: 1 of 4

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MEMORANDUM OF LEASE

August 10, 04

This Memorandum of Lease is entered into effective as of ~~July~~ ^{August 10, 04} __, 2004, by and between NORTHERN TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 2004 AND KNOWN AS TRUST NUMBER ~~10136~~ ("Landlord"), and BANK OF AMERICA, N.A., a national banking association ("Tenant"). Landlord and Tenant hereby acknowledge and confirm that they have entered into an Office Lease Agreement dated ~~July~~ ^{August 10, 04} __, 2004 (the "Lease") for approximately 4,715.35 square feet of Net Useable Area (the "Premises") located in the Building at 1163-7 North State Street, Chicago, Illinois, and situated upon that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land"). Some of the terms of the Lease are as follows:

Call for
Tenant
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1. The Initial Term of the Lease commenced on July __, 2004, and continues for a period of twenty (20) years from the Rent Commencement Date. Tenant has the right to extend the Term of the Lease for four (4) additional, separate and consecutive terms of five (5) years each (collectively, the "Renewal Terms"). Tenant has the right to terminate the Lease on the last day of the one hundred twentieth (120th) full calendar month after the Rent Commencement Date pursuant to Rider No. 201 to the Lease.

2. The Premises may be used by Tenant only for banking and related uses, general business office purposes, and any other legally permitted use.

3. For so long as the Lease remains in effect, Landlord has agreed it will not allow any portion of the Land or Building (other than the portion of the Building then leased to Tenant) to be used for (i) any banking or savings and loan activities, (ii) the sale of insurance or annuities of any kind, or (iii) the sale of securities, regardless of the type or form of the entity that would engage in any of the foregoing, without Tenant's prior consent, which consent may be withheld in Tenant's sole and absolute discretion. For purposes of the Lease, banking and savings and loan activities means any banking use or purpose, which shall include, but not be limited to, receiving deposits or making loans to the general public, whether done by a state bank, national bank, savings and loan association, trust company, credit union, mortgage broker or company, or other entity, whether by walk-up, drive-in teller facility or otherwise.

4. Throughout the Term of the Lease, Tenant has a continuing right of first opportunity and right of first refusal to lease any contiguous space available for lease on the first floor of the Building

5. Although this Memorandum of Lease does not include all of the terms and provisions of the Lease, constructive knowledge of all such terms and provisions is provided hereby, and any person or entity interested in the Land or Building shall be deemed to have actual knowledge thereof and the duty to inquire regarding the specific terms and provisions of the Lease. Nothing contained herein shall be

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deemed to amend or modify the Lease in any way whatsoever and, in the event of any inconsistency between the terms of the Lease and this Memorandum of Lease, the terms and provisions of the Lease shall supersede and control.

6. This Memorandum of Lease may be executed by the parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties hereto notwithstanding that all the parties hereto are not signatories to the same counterpart.

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

TENANT:

BANK OF AMERICA, N.A.,
a national banking association

By: Jay Taylor
Jay Taylor
Senior Vice President

LANDLORD:

THE NORTHERN TRUST COMPANY AS
TRUSTEE UNDER TRUST AGREEMENT
DATED JULY 1, 2004 AND KNOWN AS
TRUST NUMBER ~~10136~~ 10140
and not personally or individually

By: Peggy Peters
Name: PEGGY PETERS
Title: Vice President

Exemption provision restricting any liability of the Northern Trust Company either stamped on the reverse side hereof or attached hereto, is incorporated herein.

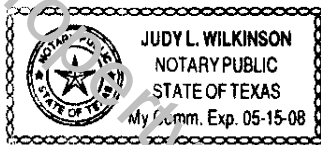
It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Northern Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF TEXAS)
COUNTY OF DALLAS)

On this 22nd day of July, 2004, before me appeared Jay Taylor, to me personally known, who, being by me duly sworn did say that such person is a Senior Vice President of BANK OF AMERICA, N. A., a national banking association, and that the seal affixed to the foregoing instrument is the corporate seal of said banking association, and that said instrument was signed and sealed on behalf of said banking association, by authority of its Board of Directors, and who acknowledged said instrument to be the free act and deed of said banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.



Judy L. Wilkinson
Notary Public

My Commission Expires: 5-15-08

Call for Terms 8-30

STATE OF Illinois)
COUNTY OF Lake)

On this 10th day of August, 2004, before me appeared PEGGY PETERS, to me personally known, who, being by me duly sworn did say that such person is the Vice President of NORTHERN TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 2004 AND KNOWN AS TRUST NUMBER ~~10136~~ 10140, and that said instrument was signed on behalf of said Bank by authority of its Vice President, and who acknowledged said instrument to be the free act and deed of said Bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.



Felicia M. Vacca
Notary Public

My Commission Expires: _____

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EXHIBIT A

Legal Description of Land

Lot 3 in the Assessor's Subdivision of Lot 6 in Gottfried Knauss Subdivision of the North ½ of Block 1 and the West 100 feet of the South ½ of said Block 1 in the Subdivision by the Commissioners of the Illinois and Michigan Canal of the South Fractional ¼ of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Tax Identification Numbers: 17-03-200-074
17-03-200-075
17-03-200-076