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Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 12/16/2004 09:54 AM Pg: 1 of 4

After Recording, Return to:

Michael R. Leighton, Esq.
Cole, Schotz, Meisel, Forman & Leonard
Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, NJ 07602-0800

(The Above Space for Recorder's Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of November 19, 2004, by and between ORLAND III, L.L.C., an Illinois limited liability company ("Landlord"), successor-in-interest to Orland II, L.L.C. and WPC-Orland II, LLC, and 94TH AVENUE PARTNERS, LLC, an Illinois limited liability company ("Tenant").

1. TERM AND PREMISES. For the initial term of twenty (20) Lease Years (as such term is defined in the Lease) and upon the provisions set forth in that certain Lease dated October 31, 2003 between Landlord's predecessor-in-interest and Tenant ("Lease"), all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein, Landlord leases to Tenant and Tenant leases from Landlord those certain premises (the "**Premises**") described on **Exhibit "A"** hereto.

all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein.

2. OPTIONS TO EXTEND TERM. Reference is particularly made to Article 1.03 of the Lease wherein Tenant is given the option to extend the term of the Lease on the terms and conditions set forth therein for four (4) separate and distinct successive periods of five (5) years each.

3. PURPOSE OF MEMORANDUM OF LEASE. This Memorandum of Lease is prepared for the purposes of recording a notification as to the existence of the Lease but in no way modifies the express and particular provisions of the Lease. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the terms of the Lease shall control.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Memorandum of Lease as of the day and year first above written.

LANDLORD:

WITNESS:

Laura Pelcher

ORLAND III, L.L.C.

By: [Signature]

Name: Tim Blum

Title: A Managing Member

TENANT:

WITNESS:

94TH AVENUE PARTNERS, LLC

By: [Signature]

Name: JEFFREY A. CARDONE

Title: MANAGING PARTNER

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
): SS
COUNTY OF COOK)

On this 19th day of November, 2004, before me personally came Tim Blum, to me known, who being by me duly sworn, did depose and say that he is one of the managing members of ORLAND III, L.L.C., an Illinois limited liability company, the Landlord described in and which executed the above instrument and that he is duly authorized to sign his name thereto by the members of said limited liability company.

Laura Pelcher
Notary Public



STATE OF IL)
): SS
COUNTY OF COOK)

On this 19 day of November, 2004, before me personally came Jeffrey A. Cardoso, to me known, who being by me duly sworn, did depose and say that he is the General Partner of 94TH AVENUE PARTNERS, LLC, the limited liability company described in and which executed the above instrument and that he signed his name thereto by order of the members of said limited liability company.

Janet M. Huff
Notary Public



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EXHIBIT A

Legal Description of the Premises

Lot 5 in Orland Court Subdivision, a subdivision of part of the West half of the Northwest quarter of Section 15, Township 36 North, Range 12, East of the third principal meridian, in the Village of Orland Park, as recorded March 20, 1981 as Document 25811986, in Cook County, Illinois.

TAX # 27 15 100 016 0000

Address 15200 South 94th Avenue
Orland Park, IL 60462