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Doc#: 0518702196  
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Cook County Recorder of Deeds  
Date: 07/06/2005 01:20 PM Pg: 1 of 11

Property of Cook County Clerk's Office

**MEMORANDUM OF LEASE AGREEMENT**

**LESSOR:** SB ARLINGTON FUNDING COMPANY, INC.  
C/O GLOBAL SECURITIZATION SERVICE, LLC  
445 BROAD HOLLOW ROAD  
SUITE 239  
MELVILLE, NEW YORK 11747

**LESSEE:** SB ARLINGTON PROJECT CORPORATION  
C/O HDG MANSUR INVESTMENT SERVICES, INC.  
10 WEST MARKET STREET  
SUITE 1200  
INDIANAPOLIS, INDIANA 46204

**PROPERTY ADDRESS:** 95 ALGONQUIN ROAD  
ARLINGTON HEIGHTS, ILLINOIS

**PIN:** 08-16-200-103-0000

**After recording**  
**Return to:**  
Chicago Title Insurance  
Attn: Lisa Zicchinella  
National Coordinator  
711 Third Avenue  
5<sup>th</sup> Floor  
New York, New York 10017

**Box 400-CTCC**

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## MEMORANDUM OF LEASE AGREEMENT

THE STATE OF ILLINOIS   §  
   §  
 COUNTY OF COOK         §

This MEMORANDUM OF LEASE AGREEMENT (this "**Memorandum**") is entered into by and between SB ARLINGTON FUNDING COMPANY, INC., a corporation incorporated under the laws of the State of Delaware, United States of America ("**Lessor**") whose address is c/o Global Securitization Services, LLC, 445 Broad Hollow Road, Suite 239, Melville, New York 11747, United States of America, and SB ARLINGTON PROJECT CORPORATION, a corporation incorporated under the laws of the State of Delaware, United States of America ("**Lessee**") whose address is c/o HDG Mansur Investment Services, Inc., 10 West Market Street, Suite 1200, Indianapolis, Indiana 46204, United States of America.

### WITNESSETH:

1. Lessor and Lessee have entered into that certain First Amended and Restated Finance Lease (*Ijara*) and Purchase Option Agreement, dated as of June 28, 2005, (as amended and as hereafter may be amended, the "**Lease**") whereby Lessor leased unto Lessee, and Lessee leased from Lessor, the land and real property located in Arlington Heights, Illinois, and more particularly described in Exhibit A attached hereto and the Improvements (as defined in the Lease) thereon, and more particularly described in Exhibit B hereto (collectively, the "**Property**"). Furthermore, as evidence of the agreements of Lessor and Lessee pursuant to the Lease, Lessor hereby leases unto Lessee, and Lessee leases from Lessor, the Property on the terms and conditions contained in the Lease.
2. The term of the Lease commenced on the 28 day of June, 2005, and ends on the 28 day of June, 2009, unless earlier terminated in accordance with the terms of the Lease, and, *provided that*, so long as no Lease Event of Default has occurred and is continuing, Lessee has the right to extend the term of the Lease for an additional term of one year from the date of the initial termination of the Lease.
3. The Lease (including Schedule X thereto) contains other terms and provisions not herein set forth but incorporated by reference herein for all purposes, including, without limitation, (i) an option granted by Lessor in favor of Lessee to purchase upon certain terms and conditions the Property (the "**Call Option**"), and (ii) an option granted by Lessee in favor of Lessor to require upon certain terms and conditions Lessee to purchase the Property (the "**Put Option**").
4. The specific terms and conditions of the Call Option are more particularly set forth in that certain First Amended and Restated Understanding to Sell letter by and between Lessor and Lessee, dated of even date with the Lease.

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5. The specific terms and conditions of the Put Option are more particularly set forth in that certain First Amended and Restated Understanding to Purchase letter by and between Lessor and Lessee, dated of even date with the Lease.
6. The Lease supersedes all prior Finance Lease (*Ijara*) and Purchase Option Agreements.
7. The Lease contains the following provision regarding the financing agreements of Lessor.
  - (d) The Lessee agrees that, subject to the foregoing subsections of this Section 11.2:
    - (i) it acknowledges such Financing Agreements and Security Documents in effect on the date hereof;
    - (ii) it will agree to pay amounts due the Lessor hereunder and under the other Project Documents, to the Rent Account to be disbursed in accordance with the Rent Account Control Agreement; and
    - (iii) this Lease shall be subject and subordinate to such Financing Agreements and such Security Documents
8. This Memorandum in no way modifies or amends the terms and provisions of the Lease. This Memorandum is executed for purposes of providing record notice of the Lease and is to be recorded in the real property records of the county in which the real property described above is located.
9. This Memorandum will be governed and construed in accordance with the laws of the State of Illinois.
10. As used herein and in the Lease, the following terms shall have the following meanings:
  - (i) "**Financing Agreement**" means the Loan Agreement, the Owner Note, the Owner Deed of Trust, and all other agreements, documents, instruments, consents and waivers executed in connection therewith, which Loan Agreement, Owner Note, Owner Deed of Trust and other agreements, documents and instruments shall be acceptable to, and approved in writing by, the Project Company in its sole and absolute discretion;
  - (ii) "**Loan Agreement**" means the First Amended and Restated Loan and Security Agreement, dated as of June 28, 2005, among the Owner Company, the borrowers named therein and the Financing Agent;
  - (iii) "**Owner Deed of Trust**" means the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of June 28, 2005, from the Lessor to the Financing Agent, as such instrument may be amended, supplemented, consolidated or split from time to time;
  - (iv) "**Owner Note**" means the First Amended and Restated Promissory Note, dated as of June 28, 2005, from the Lessor payable to the Financing Agent;

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- (v) “**Owner Security Documents**” means the Owner Deed of Trust and any other agreement, document or instrument designated as such by both the Owner Company and the Project Company, each in their sole and absolute discretion; and
- (vi) “**Security Documents**” means the Owner Security Documents and the Lessee Security Documents.

Capitalized terms used herein but not otherwise defined herein have the respective meanings given such terms in Schedule X to the Lease and the rules of usage and interpretation set forth in such Schedule X shall be applicable hereto.

[signature pages follow]

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**IN WITNESS WHEREOF**, the Lessor and the Lessee have caused this Memorandum of Lease Agreement to be duly executed in multiple counterparts, each of which shall have the force and effect of an original, this 17 day of June, 2005.

**LESSOR:**

**SB ARLINGTON FUNDING COMPANY, INC.**,  
a corporation incorporated under the laws of  
the State of Delaware, United States of America

By: \_\_\_\_\_

  
Michelle Moezzi  
Vice President

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## ACKNOWLEDGMENT

STATE OF NEW YORK            )  
  )  
COUNTY OF WESTCHESTER    )

I, Catherine A. Sassano, a Notary Public in and for the said State, DO HEREBY CERTIFY that Michelle Moezzi, as Vice President of SB Arlington Funding Company, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said corporation, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said corporation for uses and purposes set forth therein.

Given under my hand and notarial seal this 17<sup>th</sup> day of June, 2005.



Catherine A. Sassano  
Notary Public – Signature

Catherine A. Sassano  
Notary Public – Printed

My Commission Expires:

**CATHERINE A. SASSANO**  
**NOTARY PUBLIC, State of New York**  
**No. 01SA6105838**  
**Qualified in Westchester County**  
**Certificate filed in New York County**  
**Commission Expires February 23rd 2008**

My County of Residence is:

Westchester

Westchester County Clerk's Office

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**LESSEE:**

**SB ARLINGTON PROJECT CORPORATION,**  
a corporation incorporated under the laws of  
the State of Delaware, United States of America

By: \_\_\_\_\_  
Douglas L. Ester  
Secretary

This instrument is prepared by:

King & Spalding LLP  
1185 Avenue of the Americas  
New York, New York 10036-4003  
United States of America

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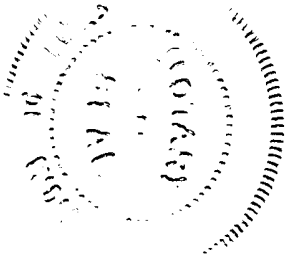
## ACKNOWLEDGMENT

STATE OF INDIANA )

COUNTY OF MARION )

I, Maureen L. Entikin, a Notary Public in and for the said State, DO HEREBY CERTIFY that Douglas L. Etter, as Secretary of SB Arlington Project Corporation, a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary of said corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation for uses and purposes set forth therein.

Given under my hand and notarial seal this 17 day of June, 2005.



Maureen L. Entikin  
Notary Public – Signature

Maureen L. Entikin  
Notary Public – Printed

My Commission Expires:

12/29/2010

My County of Residence is:

Marion

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE LAND

#### LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 3

(EXCEPTING THEREFROM THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A 2541.29 FOOT RADIUS CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 3, THE CENTER OF CIRCLE OF SAID CURVE BEARS ON AN ASSUMED BEARING OF NORTH 47 DEGREES 58 MINUTES-18 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 2 DEGREES 12 MINUTES 20 SECONDS, 97.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST RADIUS 2541.29 FEET, CENTRAL ANGLE 11 DEGREES 26. MINUTES 54 SECONDS, 507.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 55 DEGREES 04 MINUTES 09 SECONDS, 28.83 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 35 DEGREES 00 MINUTE 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 8 DEGREES 26 MINUTES 03 SECONDS, 375.52 FEET TO A POINT ON A 2546.12 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 42 DEGREES 14 MINUTES 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2546.12 FEET, CENTRAL ANGLE 2 DEGREES 18 MINUTES .00 SECOND, 102.21 FEET; THENCE NORTH 40 DEGREES 00 MINUTE 33 SECONDS WEST 56.36 FEET TO THE POINT OF BEGINNING).

IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN URBS-SCHMITT AND KEPPEL INCORPORATED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1979 AND KNOWN AS TRUST NUMBER 47058 AND OTHERS, DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND FILED OCTOBER 1, 1979 AS DOCUMENT LR. 3121973 AND AS AMENDED BY INSTRUMENT RECORDED JUNE 4, 1981 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR. 3218008 FOR INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND TEULACH'S SUBDIVISION AS DELINEATED IN

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SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 45170, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, SAID AGREEMENT BEING DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527048 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296792, OVER, UPON AND ACROSS LOT 1 FOR THE PURPOSE OF USING AND GAINING ACCESS TO A SURFACE WATER DETENTION/RETENTION POND LOCATED IMMEDIATELY EAST OF THE WESTERNMOST LINE OF LOT 1 IN ARLINGTON PLACE SUBDIVISION AFORESAID, AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED JANUARY 4, 1980 AS DOCUMENT 25306989 AND FILED JANUARY 4, 1980 AS DOCUMENT LR. 3139276 AND ALSO OVER, UPON AND ACROSS LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID FOR THE PURPOSE OF GAINING ACCESS TO SAID POND LOCATED ON SAID LOT 1 AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO THE AFORESAID AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS IDENTIFIED ABOVE, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527049 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296793 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 47058, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, OVER, UPON AND ACROSS THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID AS DEPICTED ON EXHIBIT "A", FOR CONSTRUCTING, RUNNING, MAINTAINING AND REPAIRING SANITARY SEWER LINES AND PIPES, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

### DESCRIPTION OF THE IMPROVEMENTS

All that freehold land and buildings located at 95 West Algonquin Road, Arlington Heights, Cook County, Illinois, United States of America.

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