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After recording return to:

JPMorgan Chase Bank Lease Administration
1111 Polaris Parkway, Suite 1J
Mail Code OH1-0241
Columbus, OH 43240
Attn: Lease Administration Manager

Doc#: 0923018066 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/18/2009 04:37 PM Pg: 1 of 7

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum"), dated to be effective as of 8/5, 2009, is entered into by METRO COMMONS, LLC, an Illinois limited liability ("Landlord"), and JPMORGAN CHASE BANK, N.A., a national banking association ("Tenant").

1. Grant of Lease; Term.

(a) Landlord leases to Tenant, and Tenant leases from Landlord, those certain premises more particularly described on Exhibit "A" attached hereto and incorporated herein for a term of twenty (20) years, subject to the provisions of that certain Ground Lease ("Lease") between the parties hereto, dated May 27, 2009. The provisions of the Lease are incorporated herein by this reference.

(b) The Lease grants Tenant four (4) options of five (5) years each to renew the term of the Lease, on the terms set forth therein.

(c) The Declaration as attached to the Lease provides Tenant, among other things, with a non-exclusive easement for ingress, egress and other purposes over certain property owned by Landlord and more particularly described in Exhibit "B" attached hereto and incorporated herein by reference, on the terms set forth therein.

(d) The Lease grants Tenant certain other rights on the terms set forth therein, including without limitation, a right of first refusal to purchase the property described on Exhibit "A".

(e) The Lease grants Tenant the exclusive rights set forth on Exhibit "C".

2. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Lease shall prevail.

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3. Miscellaneous. The parties have executed this Memorandum of Lease as of the date first set forth above on the dates and at the places indicated in their acknowledgments below.

SIGNATURE PAGE TO FOLLOW

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LANDLORD:

METRO COMMONS, LLC,
an Illinois limited liability company

By: [Signature]
Name: Daniel L. Shepard
Title: Exec. V.P.

TENANT:

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: [Signature]
Name: Greg A. Vogel
Title: Senior Vice President

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NOTARY PAGE TO FOLLOW

2

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STATE OF Illinois

COUNTY OF Kane

This instrument was acknowledged before me on June 15, 2009 by Daniel L. Shepard an Executive VP of METRO COMMONS, LLC, an Illinois limited liability company, on behalf of said limited liability company.

(SEAL)



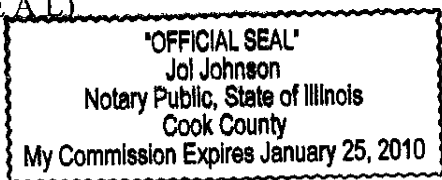
Cynthia L. Romano
NOTARY PUBLIC

STATE OF Illinois

COUNTY OF COOK

This instrument was acknowledged before me on August 5, 2009, by Gregg A. Vogel, the SVP of JPMORGAN CHASE BANK, N.A., a national banking association, on behalf of said national banking association.

(SEAL)



Jol Johnson
NOTARY PUBLIC

Cook County Clerk's Office

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EXHIBIT A TO MEMO OF LEASE

LOT 9 IN METRO COMMONS RESUBDIVISION, BEING A RESUBDIVISION OF ALL OF LOTS 8 AND 10 AND PART OF LOT 9 IN METRO COMMONS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID METRO COMMONS RESUBDIVISION RECORDED MAY 29, 2009 AS DOCUMENT 0914831048, IN COOK COUNTY, ILLINOIS.

PINS: 15-17-404-025-0000 (affects other land)
15-17-405-003-0000
part of 15-17-405-002-0000

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EXHIBIT B TO MEMO OF LEASE

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED IN OPERATION AND EASEMENT AGREEMENT RECORDED JANUARY 2, 2008 AS DOCUMENT 0800213028, FOR THE PASSAGE AND PARKING OF VEHICLES OVER AND ACROSS THE PARKING AND DRIVEWAY AREAS AND FOR THE PASSAGE AND ACCOMMODATION OF PEDESTRIANS OVER AND ACROSS THE PARKING, DRIVEWAYS AND SIDEWALK AREAS, AS SAME MAY FROM TIME TO TIME BE CONSTRUCTED AND MAINTAINED FOR SUCH USE ON LOTS 1 THROUGH 10, BOTH EXCLUSIVE, (EXCEPT AS TO THAT PART FALLING IN PARCEL 1) IN METRO COMMONS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C TO MEMO OF LEASE

8.4 **Exclusive Use.** Throughout the Original Term and any Renewal Terms, Landlord grants Tenant the right to be the exclusive provider of financial services within the Shopping Center and except for Tenant, Landlord covenants not to lease or permit any portion of the Shopping Center or any property owned by Landlord as of the Effective Date within one (1) mile of the Shopping Center to be leased or used for the “Exclusive Services”. As used herein, the term “**Exclusive Services**” means a full service financial institution, including ATMs and/or drive-through facilities, both directly and through subsidiaries and affiliates, including without limitation providing banking, mortgage lending, insurance and securities services in the Shopping Center and that no other financial institution (including without limitation, a drive-through facility or ATM) shall be allowed to operate or perform any Exclusive Services in or on the Shopping Center. Landlord covenants to enforce such restriction and exclusive right of Tenant herein, and cause all such other tenants leasing or occupying space in the Shopping Center to comply with such restriction, during the Original Term and Renewal Terms. Notwithstanding the foregoing, Landlord shall have the right to permit other tenants of the Shopping Center to install interior ATMs, and interior window signage for such interior ATMs, which interior window signage may be visible from the exterior of such premises.

County Clerk's Office