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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/29/2010 04:16 PM Pg: 1 of 6

Prepared by and after Recording Return to:

Theodore Yi, Esq.
Quarles & Brady LLP
300 North LaSalle Street, Suite 4000
Chicago, Illinois 60654

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** is made and entered into as of the 23rd day of October, 2009, by and between **351 MORTGAGE LOAN BORROWER LLC**, a Delaware limited liability company (the "**Landlord**"), **INTERCONTINENTAL EXCHANGE, INC.**, a Delaware corporation ("**Tenant**").

Landlord and Tenant desire to and do hereby give notice as follows:

1. Landlord and Tenant are parties to that certain Lease Agreement dated October 23, 2009 (the "**Lease**"), which demises and leases to Tenant certain space and grants to Tenant certain rights to use the common areas of the Building located at 553 North Clark Street, Chicago, IL, as more fully described on Exhibit A attached hereto and made a part hereof (the "**Building**").
2. The description of the demised premises as set forth in the Lease is approximately 23,365 rentable square feet of space located on the 31st Floor in the Building as more fully described in the Lease (the "**Premises**"). Tenant has the option to expand or contract the Premises at various times subject to the specific terms of Lease and as more fully set forth in the Lease. Tenant also has the right of first offer on the balance of the 31st Floor of the Building subject to the specific terms of and as more fully set forth in the Lease.
3. Subject to adjustment pursuant to the terms of the Lease, the commencement date of the term of the Lease is anticipated to be on or about March 1, 2010. The Lease provides for Tenant's right of possession of the Premises during a period prior to commencement of the term for construction and certain other activities. Subject to the terms and conditions of the Lease, the Lease further provides for rights to park a maximum number of automobiles and bicycles in the Building's parking garage and Tenant's limited rights to use roof space for antennas and other equipment.
4. Subject to a right of early termination pursuant to the terms of the Lease, the term of the Lease expires on March 31, 2021, subject to two (2) consecutive five (5) year renewal options, which are subject to certain prior rights of another tenant in the Building.

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5. This Memorandum of Lease is made solely for recording purposes and does not in any manner enlarge or reduce the respective rights, privileges, liabilities or obligations of Landlord or Tenant under the Lease. In the event of any conflict between the terms of the Lease and the terms of this Memorandum of Lease, the terms of the Lease shall control.

6. All of the covenants, agreements, conditions and undertakings contained in the Lease inure to the benefit of and are binding upon the parties thereto and their respective heirs, executors, administrators, successors and assigns and shall be construed as covenants running with the land for the entire time the Lease is in force and effect.

7. This Memorandum of Lease may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed shall be deemed an original, but all of such counterparts when taken together shall constitute one and the same instrument.

[Signature Page follows]

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

LANDLORD:

351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company

By: South Parcel Development, LLC, an Illinois limited liability company, its Manager

By: SMIH South Parcel LLC, an Illinois limited liability company, its Manager

By: Mesirow Financial Real Estate, Inc., an Illinois corporation, its Manager

By: Michael Skatulski

Name: MICHAEL SKATULSKI

Title: SENIOR MANAGING DIRECTOR

N

TENANT:

INTERCONTINENTAL EXCHANGE, INC., a Delaware corporation

By: Scott Hill

Name: Scott A. Hill

Title: SVP+CFO

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STATE OF IL

COUNTY OF COOK

Execution of the foregoing instrument was acknowledged before me this 11th day of ~~January~~ 2010 2009, by Michael Szkatulski, Senior Managing Director of Mesirow Financial Real Estate, Inc. on behalf of 351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company. He is either personally known to me or has produced _____ as identification.

[Signature], Notary Public

My Commission Expires: 4/2/13

(AFFIX NOTARIAL SEAL)



STATE OF GA

COUNTY OF Cobb

Execution of the foregoing instrument was acknowledged before me this 15th day of December 2009 by Scott A. Hill, as SVP and CFO of INTERCONTINENTAL EXCHANGE, INC., on behalf of the _____. He/She is either personally known to me or has produced _____ as identification.

[Signature], Notary Public

My Commission Expires: 8-13-10

(AFFIX NOTARIAL SEAL)

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Parcel 1:

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the intersection of the East line of North Clark Street (also being the West line of Lot 5 in said Block 2) and the South line of West Kinzie Street (also being the North line of Lots 5 and 8, both inclusive, in said Block 2); thence East along the South line of said West Kinzie Street a distance of 321.47 feet to the West line of North Dearborn Street; thence South along the West line of said North Dearborn Street (also being the East line of Lot 8 in said Block 2) a distance of 177.50 feet to a point 311.60 feet North (as measured along said West line of North Dearborn Street) of the Chicago River, as occupied; thence West at right angles to the last described line a distance of 321.47 feet to a point on the East line of said North Clark Street 300.43 feet North (as measured along said East line of North Clark Street) of said Chicago River, as occupied; thence North along the East line of said North Clark Street a distance of 177.86 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

Non-Exclusive Easement for the benefit of Parcel 1, as created by First Amendment to Easement and Operating Agreement dated August 23, 1988 and recorded August 24, 1988 as document number 88384561 for pedestrian and vehicular ingress and egress on, over, through and across the "Hotel Road Easement Area" and the "Project Road Easement Area" described as follows:

Hotel Road Easement Area:

Part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the South line of West Kinzie Street (also being the North line of Lots 5, 6, 7 and 8 in said Block 2) and the East line of North Clark Street (also being the East line of Lots 4 and 5 in said Block 2); thence South 0 degrees West along said East line of North Clark Street a distance of 177.86 feet to an intersection with the North line of Tracts I and II in said Block 2; thence South 90 degrees East along said North line of Tracts I and II a distance of 154.10 feet to an intersection with the line between Parcels 1 (below +50.00 feet Chicago City Datum) of said Tracts I and II and the point of beginning, thence continuing South 90 degrees East along said North line of Tracts I and II a distance of 187.57 feet to a point in the West line of North Dearborn Street (also being the East line of Lots 1 and 8 in said Block 2) said point being 177.50 feet South of said South line of West Kinzie Street as measured along the West line of North Dearborn Street; thence South 0 degrees West along said West line of North Dearborn Street a distance of 26.32 feet to the back of a curb of an elevated driveway; thence South 89 degrees 59 minutes 22 seconds West along said back of curb a distance of 68.78 feet; thence North 89 degrees 34 minutes 27 seconds West a distance of 47.20 feet; thence South 89 degrees 59 minutes 22 seconds West a distance of 29.31 feet; thence North 75 degrees 07 minutes 03

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seconds West a distance of 43.45 feet to a point where the said line between Parcels 1 intersects the back of curb of said elevated driveway; thence North 0 degrees East along said line between Parcels 1 a distance of 14.83 feet to the point of beginning.

Project Road Easement Area:

Part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the South line of West Kinzie Street (also being the North line of Lots 5, 6, 7 and 8 in said Block 2) and the East line of North Clark Street (also being the West line of Lots 4 and 5 in said Block 2); thence South 0 degrees West along the East line of North Clark Street a distance of 177.86 feet to an intersection with the North line of Tracts I and II in said Block 2 and the point of beginning; thence South 90 degrees East along said North line of Tracts I and II a distance of 134.10 feet to an intersection with the line between Parcels 1 (below +50.00 feet Chicago City Datum) of said Tract I and II; thence South 0 degrees West along said line between Parcels 1 a distance of 14.83 feet to a point of intersection, not tangent with a curved line, said curved line being the back of a curb of an elevated driveway; thence Westerly along the back of curb of said driveway being the arc of a circle convex Northerly and having a radius of 15.00 feet a distance of 5.08 feet to a point of tangency; thence South 89 degrees 59 minutes 39 seconds West along the back of curb of said driveway and tangent to the last described curved line a distance of 129.11 feet to said East line of North Clark Street; thence North 0 degrees East along said East line of North Clark Street a distance of 13.99 feet to the point of beginning.

353 N. CLARK STREET

17-09-408-009

17-09-408-010