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5804/0210 63 001 Page 1 of 11
1999-06-21 15:35:08
Cook County Recorder 41.00

PREPARED BY AND AFTER
RECORDING RETURN TO:

Bennett P. Applegate
Applegate & Thorne-Thomsen
322 S. Green St., Suite 412
Chicago, Illinois 60607

7815339DZ 10F3

Property of Cook County Clerk's Office

MEMORANDUM OF LEASE

DePaul University, an Illinois not-for profit corporation, with an address of 25 E. Jackson Blvd., Chicago, Illinois 60604, for itself, and as sole beneficiary under (i) Lakeside Bank, Trust No. 10-1932 dated March 25, 1998 (ii) Lakeside Bank, Trust No. 10-1972 dated July 1, 1998 and (iii) LaSalle National Bank, Trust No. 119499 dated April 28, 1995 (DePaul University and said land trusts collectively hereinafter referred to as the "Lessor") and MJH Education and Healthcare Assistance Foundation, a not for profit corporation, organized and existing under the laws of the State of California, with offices located at 280 S. Beverly Drive, Suite 204, Beverly Hills, CA 90212 (hereinafter "Lessee"), have entered into that certain unrecorded Ground Lease dated as of March 22, 1999 (as such may be amended, modified, extended, supplemented, restated, and/or replaced from time to time, the "Lease"), in connection with which this Memorandum is executed.

* LaSalle Bank National Association formerly known as

SECTION 1. Description of Leased Property. Lessor is the record fee title owner of the real property legally described in Exhibit A attached hereto and made a part hereof (the "Premises"). For sufficient consideration received, and on the terms and conditions more particularly set forth in the Lease, Lessor leases to Lessee and Lessee leases from Lessor the Premises, together with certain easements, licenses, rights of way, rights, privileges, benefits, interests and appurtenances described therein.

SECTION 2. Definitions; Rules of Usage. For purposes of this Memorandum, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the unrecorded Lease by and between Lessor and Lessee.

BOX 333-CTT

SECTION 3. Term of Use. The Term of the Lease commenced on March 22, 1999 and shall continue until August 31, 2039, unless the Lease shall be sooner terminated as provided in the Lease.

SECTION 4. Use of Property. At all times during the Term, Lessee will comply with all obligations under, and (to the extent no event of default has occurred and is continuing and provided that such exercise will not impair the value of the Premises) shall be permitted to exercise all rights and remedies under all appurtenant rights, all operation and easement agreements, and related or similar agreements applicable to the Premises.

SECTION 5. Ratification. Except as specifically modified hereby, the terms and provisions of the Lease are hereby ratified and confirmed and remain in full force and effect.

SECTION 6. GOVERNING LAW. THE LEASE AND THIS MEMORANDUM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ILLINOIS WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICT OF LAWS.

SECTION 7. Counterpart Execution. This Memorandum may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

SECTION 8. Incorporation of Lease. The provisions set forth in the written Lease referred to above are hereby incorporated by reference into this Memorandum. In the event of any conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall govern and control in all respects.

SECTION 9. Exculpatory Provisions. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of any Lessor while in form purporting to be the representations, warranties, covenants, undertakings and agreements of such Lessor are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by such Lessor or for the purpose or with the intention of binding such Lessor personally, but are made and intended for the purpose only of subjecting such Lessor's interest in the Premises to the terms of this lease and for no other purpose whatsoever, and in case of default hereunder by Lessor (or default through, under or by any of its beneficiaries, or agents or representatives of said beneficiaries), the Lessee shall look solely to the interests of such Lessor in the Premises; that neither Lessor nor its beneficiaries nor any of the beneficiaries' agents shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained and no liability or duty shall rest upon any Lessor which is a land trust to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against any Trustees that are parties hereto or against any of their respective beneficiaries under any land trust which may become the owner of the Premises, on account of

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this lease or on taking or agreement of Lessor in this lease contained, either express or implied, all such personal liability, if any, being expressly waived and released by Lessee and by all persons claiming by, through or under Lessee; and that this lease is executed and delivered by the undersigned Lessor not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be duly executed by an officer thereunto authorized as of the 18th day of June, 1999.

514

Lessor:

DePaul University

By: _____

Name: _____

Its: _____

Lessee:

MJH Education and Healthcare
Assistance Foundation

By: Steven K. Hazen

Name: Steven K. Hazen

Its: Secretary

Lakeside Bank, as trustee under Trust Agreement
dated July 1, 1998 and known as Trust No. 10-1972

By: _____

Name: _____

Its: _____

Lakeside Bank, as trustee under Trust Agreement
dated July 1, 1998 and known as Trust No. 10-932

By: _____

Name: _____

Its: _____

LaSalle National Bank, as trustee under Trust Agreement
dated April 28, 1995 and known as Trust No. 119499

By: _____

Name: _____

Its: _____

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IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be duly executed by an officer thereunto authorized as of the _____ day of June, 1999.

Lessor:

DePaul University

By: R. L. Kozman
Name: Robert L. Kozman
Its: Treasurer

Lessee:

MJH Education and Healthcare Assistance Foundation

By: _____
Name: Steven K. Hazen
Its: Secretary

Lakeside Bank, as trustee under Trust Agreement dated July 1, 1998 and known as Trust No. 10-1972

By: Vincent J. Sobczak
Name: _____
Its: VICE - PRESIDENT & TRUST OFFICER

AND NOT PERSONALLY

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

Lakeside Bank, as trustee under Trust Agreement dated July 1, 1998 and known as Trust No. 10-1932

By: Vincent J. Sobczak
Name: _____
Its: VICE - PRESIDENT & TRUST OFFICER

LaSalle National Bank, as trustee under Trust Agreement dated April 28, 1995 and known as Trust No. 119499

By: _____
Name: _____
Its: _____

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be duly executed by an officer thereunto authorized as of the _____ day of June, 1999.

Lessor:

Lessee:

DePaul University

MJH Education and Healthcare Assistance Foundation

By: R. L. Koz
Name: Robert L. Kozman
Its: Treasurer

By: _____
Name: Steven K. Hazen
Its: Secretary

Lakeside Bank, as trustee under Trust Agreement dated July 1, 1998 and known as Trust No. 10-1972

By: _____
Name: _____
Its: _____

Lakeside Bank, as trustee under Trust Agreement dated July 1, 1998 and known as Trust No. 10-932

By: _____
Name: _____
Its: _____

*LaSalle National Bank, as trustee under Trust Agreement dated April 28, 1995 and known as Trust No. 119499 AND NOT PERSONALLY

By: Deborah Berg
Name: Deborah Berg
Its: ASSISTANT VICE PRESIDENT

(AS TO Lots 17 & 18 of Parcel 13 only)

* LaSalle Bank National Association formerly known as

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, APRIL ROGERS, a Notary Public in and for said County in the State aforesaid, do hereby certify that ROBERT KOLIMAN, the TREASURER of DePaul University, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act, and as the free and voluntary act of the corporation, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on June 18, 1999.

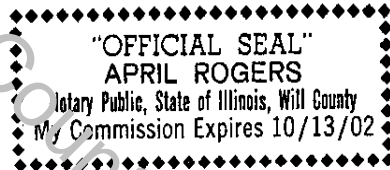
April ROGERS

Notary Public

My Commission Expires:

10/13/02

[SEAL]



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Vincent Talma, the Vice president & Trust officer of Lakeside Bank, as trustee under Trust No. 10-932 dated March 25, 1998, and as trustee of Trust No. 10-1972 dated July 1, 1998, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act, and as the free and voluntary act of the corporation, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on June 18, 1999.

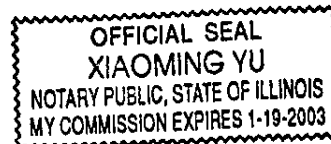
Xiaoming Yu

Notary Public

My Commission Expires:

1-19-2003

[SEAL]



ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

* LaSalle Bank National Association formerly known as

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Deborah Helt, the ASSISTANT VICE PRESIDENT of LaSalle National Bank, as trustee of Trust No. 119499 dated April 28, 1995 and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act, and as the free and voluntary act of the corporation, all for the uses and purposes set forth therein.

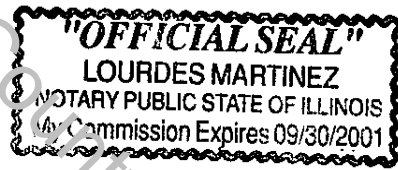
Given under my hand and notarial seal on June 18th, 1999.

[Handwritten signature of Lourdes Martinez]

Notary Public

My Commission Expires:

[SEAL]



STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that Steven K. Hazen, the Secretary of MJH Education and Healthcare Assistance Foundation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the corporation, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on June ____, 1999.

Notary Public

My Commission Expires:

[SEAL]

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, the _____ of LaSalle National Bank, as trustee of Trust No. 119499 dated April 28, 1995 and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act, and as the free and voluntary act of the corporation, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on June _____, 1999.

Notary Public

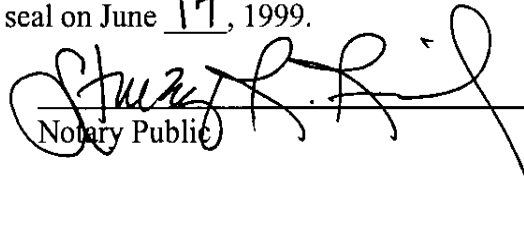
My Commission Expires:

[SEAL]

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, STACEY R. ROEHRICH, a Notary Public in and for said County in the State aforesaid, do hereby certify that Steven K. Hazen, the Secretary of MJH Education and Healthcare Assistance Foundation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the corporation, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on June 17, 1999.



Notary Public

My Commission Expires:

[SEAL]



EXHIBIT A

Legal Description of the Real Estate

Parcel 1:

Lots 1 to 11, both inclusive, in Tomlinson's Subdivision of the North Part of Sub-Block 2 of the Northwest 1/4 of Block 11 in Sheffield's Addition to Chicago in the Northeast 1/4 of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, According to the Plat thereof recorded September 29, 1888 as Document 1010357, in Cook County, Illinois.

Parcel 2:

The South 9 feet of Lot 9, and All of Lots 10 to 18, both inclusive, in the Subdivision of the Northwest 1/4 of Block 11 in Sheffield's Addition to Chicago, according to the Plat thereof recorded November 23, 1876 as Document 111964, all in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The North 14 feet 3 1/2 inches of Lot 28, and all of Lots 29 and 30 in the Subdivision of the Northwest 1/4 of Block 11 in Sheffield's Addition to Chicago, according to the Plat thereof recorded November 23, 1876 as Document 111964 in Block 12 of Plats, Page 32; also Lots 12 to 18, both inclusive and the portion of the 16 foot wide alley lying North of and adjoining said Lots 12 to 18 in Tomlinson's Subdivision of the North Part of Sub-Block 2 of the Northwest 1/4 of Block 11 in said Sheffield's Addition to Chicago, according the Plat thereof recorded September 29, 1888 as Document 1010357, all in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers:

14-32-200-001
14-32-200-002
14-32-200-013
14-32-200-014
14-32-200-015
14-32-200-016
14-32-200-017
14-32-200-018
14-32-200-023
14-32-200-024

Common Address:

1157 West Fullerton, Chicago, IL
Vacant Land on Clifton Avenue, Chicago, IL
Vacant Land at the Northeast Corner of Belden and Racine, Chicago, IL

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Lakeside Bank

55 WEST WACKER DRIVE • CHICAGO, ILLINOIS 60601-1699 • (312) 435-5100

CONTRACT RIDER

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

Property of Cook County Clerk's Office