

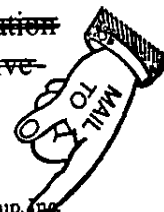


THIS INSTRUMENT HAS BEEN PREPARED BY:

THIS DOCUMENT IS TO BE RETURNED TO:

Kutak Rock
Sixteenth Floor
3300 North Central Avenue
Phoenix, AZ 85012
Tax Identification No.

~~FFCA Acquisition Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255~~



15-03-308-006 15-03-308-009/15-03-308-010
15-03-308-007 1309 N. 25th Avenue
15-03-308-008 Melrose Park, IL 60160
When recorded mail to:
LandAmerica Financial Group, Inc.
attn: MARY GARCIA
3636 N. Central Avenue, Suite 350
Phoenix, AZ 85012
Escrow No. 99-16959

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is executed effective as of July 6, 1999 (the "Effective Date"), by and between OTG 3, L.L.C., a Delaware limited liability company ("Lessor"), whose address is 800 Roosevelt Road, Building E - 2nd Floor, Glen Ellyn, Illinois 60137, and OTG, INC., a Delaware corporation ("Lessee"), whose address is 800 Roosevelt Road, Building E - 2nd Floor, Glen Ellyn, Illinois 60137.

PRELIMINARY STATEMENT:

Lessor and Lessee entered into that certain lease (the "Lease"), effective as of the date set forth above as the Effective Date, the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, the real property described more particularly in the legal description attached hereto as Exhibit A and incorporated herein by this reference, together with all buildings, structures, fixtures and other improvements (collectively, the "Premises") and all machinery, equipment, trade fixtures and furnishings which are owned by Lessor and now located at the Premises and any and all replacements of any such machinery, equipment, trade fixtures and furnishings (collectively, the "Personal Property"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease.

99-05678 BE

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. In consideration of the rentals and other terms, covenants and conditions to be kept and performed pursuant to the Lease, Lessor leases to Lessee, and Lessee takes and hires, the Premises and the Personal Property. The term of the Lease commences as of the Effective Date and expires on January 31, 2020, unless terminated sooner as provided in the Lease.

2. NOTICE IS HEREBY GIVEN THAT LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST, SECURITY INTEREST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PREMISES, THE PERSONAL PROPERTY OR, UNLESS LESSOR'S PRIOR WRITTEN CONSENT IS OBTAINED, LESSEE'S LEASEHOLD INTEREST IN THE PREMISES OR THE PERSONAL PROPERTY, AND ANY SUCH PURPORTED TRANSACTION SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S FEE OWNERSHIP OF THE PREMISES AND OWNERSHIP OF THE PERSONAL PROPERTY.

3. Any addition to or alteration of the Premises shall automatically be deemed part of the Premises and belong to Lessor. Any and all replacements of any machinery, equipment, trade fixtures and furnishings which, as of the Effective Date, are owned by Lessor and located at the Premises shall automatically be deemed part of the Personal Property and belong to Lessor.

4. The Lease at all times shall automatically be subordinate to the mortgage being granted by Lessor on the Effective Date to FFCA Acquisition Corporation, a Delaware corporation, with respect to the Premises and the Personal Property (the "Mortgage") and to the lien of any ground leases and any other mortgages or trust deeds now or hereafter placed upon the Premises and/or the Personal Property by Lessor, upon the condition that Lessee shall have the right to remain in possession of the Premises under the terms of the Lease, notwithstanding any default in the Mortgage or any or all such ground leases, other mortgages or trust deeds, or after foreclosure thereof, so long as no Event of Default has occurred under the Lease.

5. The Lease is a "true lease" and not a financing lease, capital lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of the Lease are those of a true lease. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

6. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Premises on notice of the existence of the Lease.

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7. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect.

8. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be delivered as of the Effective Date.

LESSOR:

OTG 3, L.L.C.,
a Delaware limited liability company

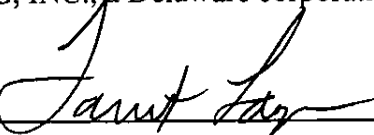
By CM Acquisition, Inc., a Delaware
corporation, its managing member

By 

Forrest Laspe
Assistant Secretary

LESSEE:

OTG, INC., a Delaware corporation

By 

Forrest Laspe
Assistant Secretary

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JOAN C. BENNETT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires May 22, 2003

JOAN C. BENNETT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires May 22, 2003

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Exhibit A

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LEGAL DESCRIPTION:

LOTS 6, 7, 8, 9 AND 10 IN BLOCK 148 IN MELROSE, BEING A SUBDIVISION OF LOTS 3, 4 AND 5 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 3 AND ALL OF SECTION 10, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD GALENA DIVISION, ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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FFCA No. 8000-9286

Store # 1968

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