

1999-08-11 16:35:19

Cook County Recorder

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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. 13.03-30

13-03-308-006 15-03-308-009/15-03-308-010When recorded mail to:

15-03-308-007 1309 N. 25th Avenue 15-03-308-008 Melrose Park, IL 60160

TFCA Acquisition Corporation
17207 North Perimeter DriveScottsdale, AZ 85255

MEMORANDUM OF LEASE

When recorded mail to:
LandAmerica Financial Group, matth:

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Phoenix, AZ 85012 - 11959 Escrow No.

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 Rousevelt 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, I'nncis 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.

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 LART OF THE PREMISES, THE PERSONAL PROPERTY OR, UNLESS LESSOL'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 electration 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.

Property of Cook County Clark's Office

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

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

Forrest Laspe Assistant Secretary

LESSEE:

OTG, INC., a Delaware corporation

DOOR COOK

B) COMPAS OFFICE

STATE OF MISSOURI)	SS.	99767635
CITY OF ST. LOUIS)	55.	
CERTIFY that Forrest Last the foregoing instrument a managing member of OTG 3 person and acknowledged instrument as the free and vo- uses and purposes therein se	oe, personalias Assistanta, L.L.C., a to me that oluntary act of the forth.	ly known to me to be the it Secretary of CM Acc Delaware limited liability the, being therunto dul- t of said corporation, and	City and State aforesaid, DO HEREBY same person whose name is subscribed to quisition, Inc., a Delaware corporation, company, appeared before me this day in y authorized, signed and delivered said as his own free and voluntary act, for the
GIVEN under my ha	and and nota	arial seal this <u>/ ^{SF}</u> day	of July, 1999.
	LOX	Nøtary	Public
My Commission Expires		JOAN C. BENNETT DIRTY Public - Notary Seal STATE OF MISSOURI St. Circ. les County	
My Commission Expires May 25, 2003			
STATE OF MISSOURI)	SS.	
CITY OF ST. LOUIS)		
			C'/
CERTIFY that Forrest Lasp the foregoing instrument as a this day in person and ackn said instrument as the free at the uses and purposes therein	ne, personall Assistant Se owledged to nd voluntary n set forth.	ly known to me to be the ecretary of OTG, Inc., a It is me that he, being there y act of said corporation,	City and State aforesaid, DO HEREBY same person whose name is subscribed to Delaware corporation, appeared before mento duly authorized, signed and delivered and as his own free and voluntary act, for
GIVEN under my ha	and and nota	arial seal this day	of July, 1999.
My Commission Expires		Notary	van C. Bennett Public
	Notar ST S	JOAN C. BENNETT ry Public - Notary Seal TATE OF MISSOURI St. Charles County ssion Expires May 25, 2003	

OTG 3 Memoranda - Illinois 715245.1/109107.22636

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Staff OF MISSOHER
St. Charles County
Wy Commission Eryptes alay 25, 2003

JOAN C. BENNL IT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Explires May 25, 2003

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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.

Droporty of County Clark's Office

FFCA No. 8000 - 9286

Store # 1968 712580.1 / 109107.22636