

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

Recording requested by and
when recorded return to:

99067183

Ms. Carol Giron
FFCA Acquisition Corporation
17207 North Perimeter Drive
Scottsdale, Arizona 85255

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is executed effective as of July , 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.

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

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LAWYERS TITLE INS. CORP.
ONE PROFESSIONAL CENTER
SUITE 215
CROWN POINT, IN 46307
66342

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.

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.

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

Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!
LESSEE:
OTG, INC., a Delaware corporation

By Forrest L. Lipe
Forrest Lipe
Assistant Secretary

By Forrest L. Lipe
Forrest Lipe
Assistant Secretary

RECORDER'S OFFICE
SEAL
INDIANA

This instrument prepared by:

Mark R. Nethers, Esq.
Kutak Rock
Sixteenth Floor
3300 North Central Avenue
Phoenix, AZ 85012
Telephone: 602-285-1700
Telecopy: 602-285-1868

STATE OF MISSOURI)
)
CITY OF ST. LOUIS) SS.

Before me, a Notary Public in and for said City and State, personally appeared Forrest Laspe, Assistant Secretary of CM Acquisition, Inc. a Delaware corporation, managing member of OTG 3, L.L.C., a Delaware limited liability company, who acknowledged execution of the foregoing instrument as such managing member acting for and on behalf of said limited liability company corporation, and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 1st day of July, 1999.

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the Lake County Recorder

Jean C. Lockwood
(Signature of Notary Public)

Jean C. Lockwood
(Printed Name of Notary Public)

Resident of St. Louis County
State of Missouri

My Commission Expires

September 23, 2000



JEAN C. LOCKWOOD
NOTARY PUBLIC—STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES SEPT. 23, 2000

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

Before me, a Notary Public in and for said City and State, personally appeared Forrest Laspe, Assistant Secretary of OTG, Inc. a Delaware corporation, who acknowledged execution of the foregoing instrument acting for and on behalf of said corporation, and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 1st day of July, 1999.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder.

Jean C. Lockwood


(Signature of Notary Public)

Jean C. Lockwood

(Printed Name of Notary Public)

Resident of St. Louis County
State of Missouri

My Commission Expires
September 23, 2000



JEAN C. LOCKWOOD
NOTARY PUBLIC—STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES SEPT. 23, 2000

EXHIBIT A

Lots 6 and 7, Meredith Second Subdivision, in the City of Hobart, as shown in Plat Book 18, page 17, Lake County, Indiana.



FFCA No. 8000-9351

Store #: 1797
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