

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MORRIS W. CARTER  
RECORDER

Recording requested by and  
when recorded return to:

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

99067204

**MEMORANDUM OF LEASE**

Document is

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

LAWYERS TITLE INS. CORP.  
ONE PROFESSIONAL CENTER  
SUITE 215  
CROWN POINT, IN 46307  
66351

1900  
24  
SW

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

By

  
Forrest Laspe  
Assistant Secretary

Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

LESSEE:

OTG, INC., a Delaware corporation

By

  
Forrest Laspe  
Assistant Secretary

**STOP**

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 )  
 ) SS.  
CITY OF ST. LOUIS )

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.

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  
ST. LOUIS, MISSOURI  
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.



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

## EXHIBIT A

Parcel I: Part of the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 35 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the North right-of-way line of U.S. Highway #30 with the East line of the Northeast 1/4 of said Section 23; thence West along the North line of U.S. Highway #30, a distance of 180 feet; thence North parallel to the East line of the Northeast 1/4 of said Section 23, a distance of 150 feet; thence East parallel to the North line of U.S. Highway #30, a distance of 180 feet to the East line of the Northeast 1/4 of said Section 23; thence South 150 feet to the point of beginning, except the East 40 feet thereof.

Parcel II: Part of the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 35 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana, more particularly described as follows: Commencing at the point of intersection of the North right of way line of U.S. Highway #30 with the East line of the Northeast 1/4 of said Section 23; thence North 2 degrees 48 minutes 02 seconds West, on the East line of the Northeast 1/4 of said Section 23, a distance of 150.0 feet; thence West, parallel with the North line of U.S. Highway #30 (said parallel line having a bearing of South 88 degrees 06 minutes 00 seconds West) 180.0 feet to the point of beginning; thence continuing South 88 degrees 06 minutes 00 seconds West on said line, parallel with the North line of U.S. Highway #30, a distance of 20.01 feet; thence South 2 degrees 48 minutes 02 seconds East, on a line parallel with the East line of the Northeast 1/4 of said Section 23, a distance of 149.98 feet, to a point on the North right of way line of U.S. Highway #30; thence Easterly, on the North right of way line of U.S. Highway #30, a distance of 20.01 feet on the arc of a circle whose chord has a bearing of North 88 degrees 09 minutes 11 seconds East, a chord length of 22.01 feet and a radius of 98117.96 feet; thence North 2 degrees 48 minutes 02 seconds West, on a line parallel with the East line of the Northeast 1/4 of said Section 23, a distance of 150.0 feet to the point of beginning.



FFCA#8000-9321

Store #: 1244  
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