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MICHAEL T. TOWN
RECORDER

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Holland & Knight LLP
131 South Dearborn - 30th Floor
Chicago, IL 60603
Attn.: C. Grant McCorkhill

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CHICAGO TITLE INSURANCE COMPANY

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MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE, made the 18th day of April, 2006, between CITY OF WHITING, an Indiana municipal corporation ("Lessor") and PREFERRED-WHITING LLC, an Illinois limited liability company ("Lessee").

Lease Term. Pursuant to the terms and conditions of that certain Ground Lease (the "Ground Lease") entered into by and between Lessor and Lessee dated April 18, 2006, Lessor has leased to Lessee, and Lessee has leased from Lessor, for a term ("Demised Term") commencing April 18, 2006, and continuing to and including April 30, 2081, as such dates shall be adjusted pursuant to the terms and conditions of the Ground Lease and subject to prior termination as provided in the Ground Lease.

Demised Premises. The demised premises include the real property commonly known as the SEC of Indianapolis Blvd. and 119th Street, Whiting, Indiana, all as legally described on Exhibit "A" attached hereto (the "Property") together with all improvements, appurtenances, easements and privileges belonging thereto.

Right of First Refusal. The Ground Lease, among other things, contains the following provision in Section 22.1 thereof: In the event that Lessor receives an offer to purchase the Property prior to expiration of the Demised Term, Lessee shall have the right, but not the obligation, to purchase the Property from Lessor under the same terms and conditions as such offer. Lessor agrees to notify Lessee of such offer within three (3) business days of receipt of such offer. Lessee shall include a written copy of the contract to purchase the Property with such notice. Lessee may, at Lessee's option, within fifteen (15) business days after receipt of Lessor's notice of said offer, as provided in Section 22.1 of the Ground Lease, deliver written notice to Lessor that Lessee has elected to purchase the Property from Lessor upon the same terms and conditions as are contained in the offer.

Incorporation of Ground Lease Terms. Provisions for rent and the other terms, covenants and conditions of said letting, including the options on the part of Lessee for prior termination, are set forth at length in the Ground Lease and all of said provisions, terms,

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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covenants and conditions are, by reference thereto, hereby incorporated in and made a part of this Memorandum of Ground Lease.

Successors and Assigns. This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Lessor and Lessee.

Ground Lease Controls. This Memorandum of Ground Lease is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Adams County, Indiana, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Ground Lease, bearing even date herein, between the parties hereto and this Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Ground Lease.



IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Ground Lease, under seal, as of the day and year first above written.

LESSEE:

PREFERRED-WHITING LLC,
an Illinois limited liability company

By: _____
Its: _____

LESSOR:

CITY OF WHITING,
an Indiana municipal corporation

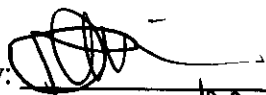
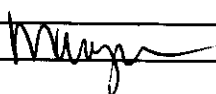
By: *Joseph Stahura*
Its: Mayor



IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Ground Lease, under seal, as of the day and year first above written.

LESSEE:

PREFERRED-WHITING LLC,
an Illinois limited liability company

By: 
Its: 

LESSOR:

CITY OF WHITING,
an Indiana municipal corporation

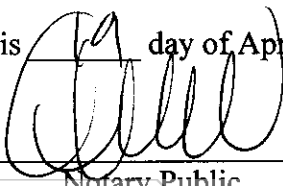
By: _____
Its: _____



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, do hereby certify that Thomas Munko, personally known to me to be the Manager of Preferred-Whiting LLC, an Illinois limited liability company, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Manager of said company, pursuant to authority given by the Managers of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.

Given under my hand and notarial seal this 19 day of April, 2006.



Notary Public

My commission expires:



STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that Joseph M Stelura, personally known to me to be a Mayor of the CITY OF WHITING, an Indiana municipal corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Mayor of said company, pursuant to authority given by the Board of Public Works & Safety of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.

Given under my hand and notarial seal this 18th day of April, 2006.



Notary Public

Carol R. Stelow

My commission expires: 01/29/12

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Stacey Prigge

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All of that part of a 16 foot wide platted alley generally lying between Lots 20 through 30, and Lots 72 through 77, all as shown in Whittings, a Subdivision of the Southwest quarter of the Northeast quarter of Section 7, Township 37 North, Range 9 West of the 2nd Principal Meridian, lying North of the Center of Indianapolis Boulevard, in the City of Whiting, as per Plat thereof, recorded in Plat Book 2, Page 52, in the Office of the Recorder of Lake County, Indiana, the North line of said part being the North line of said Lot 77 extended West and the South line of said part being the South line of the North 15 feet of said Lot 72 extended Southwest.

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