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2007 JUN 23 10 58 25
REC'D
CLERK

This Instrument Prepared By and
After Recording Please Return To:

~~Joseph B. Brocato, Esq.~~
~~Pedersen & Houpt~~
~~161 North Clark Street~~
~~Suite 3100~~
~~Chicago, Illinois 60601~~
First American Title Insurance Company

Attn: Heather Vree
30 N. LaSalle St, Suite 310
Chicago, IL 60602

MEMORANDUM OF LEASE

This Memorandum of Lease is by and between 9805 WICKER AVENUE, LLC, an Illinois limited liability company ("Landlord") and FIFTH THIRD BANK, a Michigan banking corporation ("Tenant"), pursuant to which Landlord hereby demises to Tenant, and Tenant hereby accepts such demise from Landlord, the Property (later defined) upon the following terms:

Date of Lease: June 7, 2007.

Legal Description of the Property: See Exhibit A attached hereto.

Graphic Depiction of the Property: See Exhibit A-1 attached hereto.

Commencement Date: The Term of this Lease shall begin on the earlier to occur (a) the one hundred twentieth (120th) day after the later of: (i) the date Landlord actually delivers possession of the Property to Tenant, in accordance with the first sentence of Section 3 of the Lease, free, clear, and unencumbered of all tenancies and parties in possession whatsoever, and (ii) the satisfaction or waiver by Tenant of the Entitlement Condition Precedent (as defined in the Lease), or (b) the date Tenant opens on the Property for business to the general public.

Term: Twenty (20) full Lease Years (as defined in the Lease).

Renewal Option(s): Four (4), five (5) Lease Year renewal options.

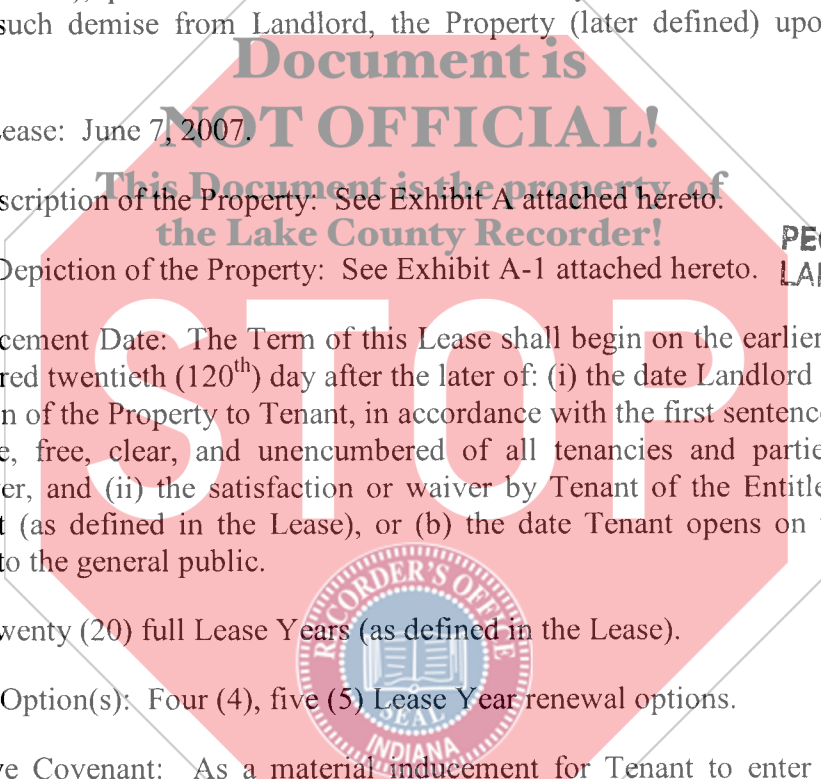
Restrictive Covenant: As a material inducement for Tenant to enter into this Lease, Landlord acknowledges and agrees that during the Term and any Extensions no property presently or hereafter owned, leased or controlled directly or indirectly by Landlord, its members, officers, directors, owners or other affiliates (collectively, "Landlord's Affiliates") within one (1) mile in any direction from the boundary lines of the Property, including, without limitation, shall be sold, leased, used or occupied for another bank/financial institution.

First American Title Order # 294825

HV 1061

- 1 -

455818v1



FILED

JUN 27 2007

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

230-564
0145

B 008450

Right of First Refusal: Tenant shall have the preemptive right during the Term and any Extension to purchase the Property or any larger tract of land of which the Property may be a part, pursuant to terms set forth in the Lease.

The purpose of this Memorandum of Lease is to give record notice of the lease and of the rights created thereby, all of which are hereby confirmed.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

LANDLORD:

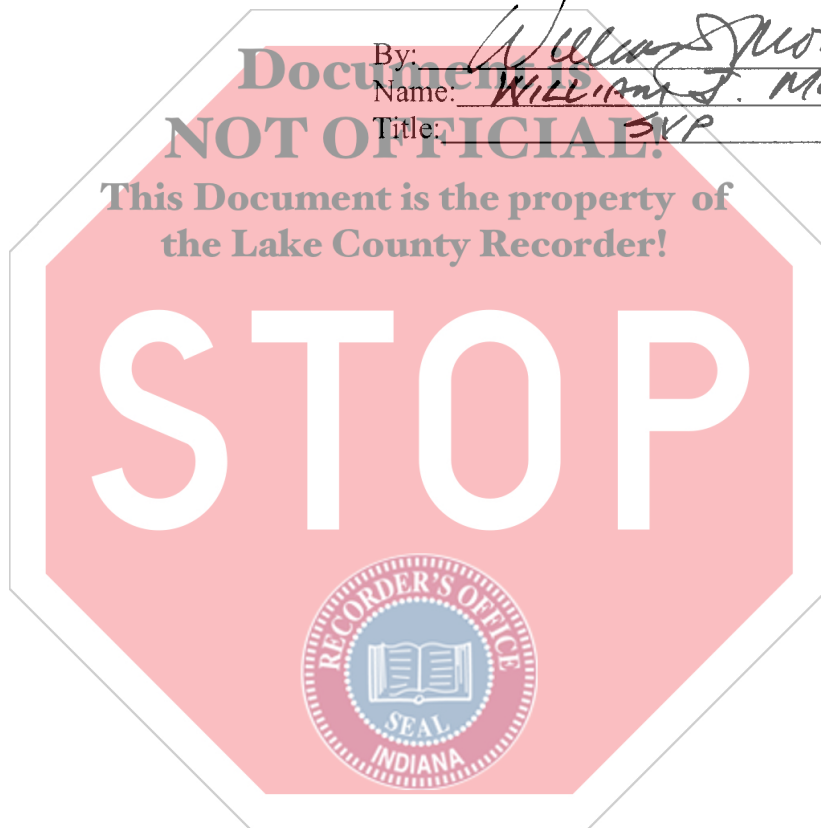
9805 WICKER AVENUE, LLC, an Illinois limited liability company

By: Brian P. Lista
Name: BRIAN P. LISTA
Title: Manager LLC

TENANT:

FIFTH THIRD BANK, a Michigan banking corporation

By: William J. Moran
Name: WILLIAM J. MORAN
Title: SVP



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Brian Weston, of 9805 WICKER AVENUE, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Manager/Member he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 7 day of JUNE, 2007.



Erika Guzman
Notary Public

STATE OF Ohio)
) SS.
COUNTY OF Hamilton)

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William J. Moran, SVP of FIFTH THIRD BANK, a Michigan banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such SVP he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 24th day of May, 2007.



Amie Lee Gum
Notary Public

AMIE LEE GUM
Notary Public State of Ohio
My Commission Expires Nov 6 2010

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Permanent Real Estate Index Number(s): 22-12-0272-0003

Common Address: U.S. Hwy. 41 & 97th Lane
St. John, IN 46322

Parcel 1:

Lot 3, St. John Marketplace, an Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 96, page 66, in the Office of the Recorder of Lake County, Indiana.

Parcel 2:

Easement for cross access and parking as evidenced in Operation and Easement Agreement between Target Corporation and St. John Marketplace, LLC, dated January 11, 2005 and recorded January 14, 2005 as Document No. 2005 02827, over, across and on the following described real estate:

Lot 1, St. John Marketplace, an Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 96, page 66, in the Office of the Recorder of Lake County, Indiana.

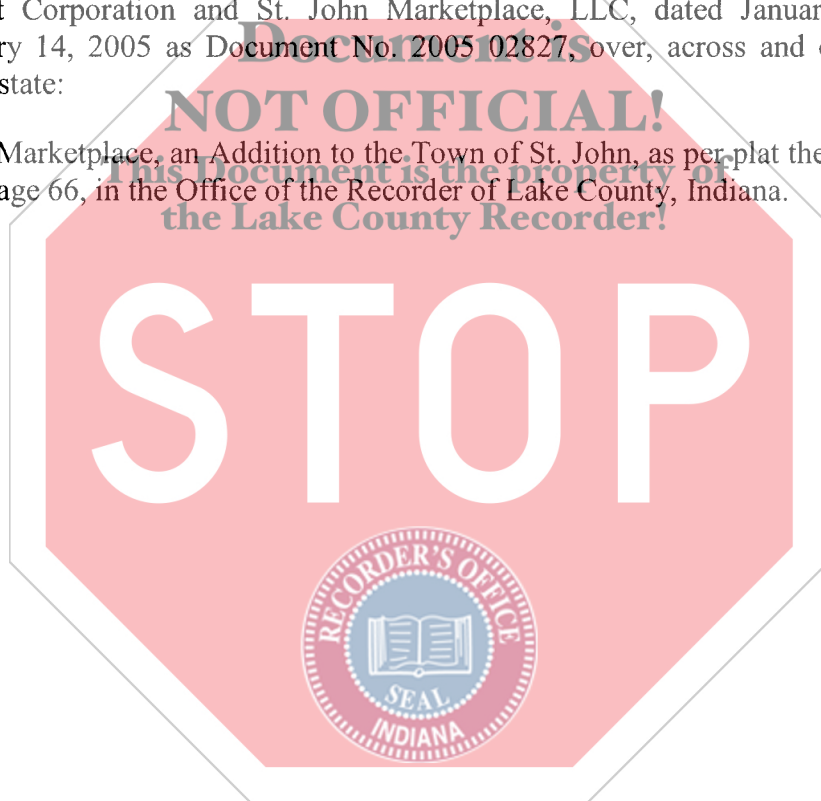
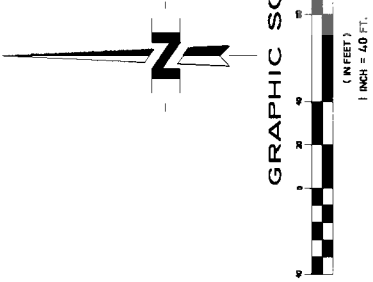


EXHIBIT A-1

GRAPHIC DEPICTION OF THE PROPERTY

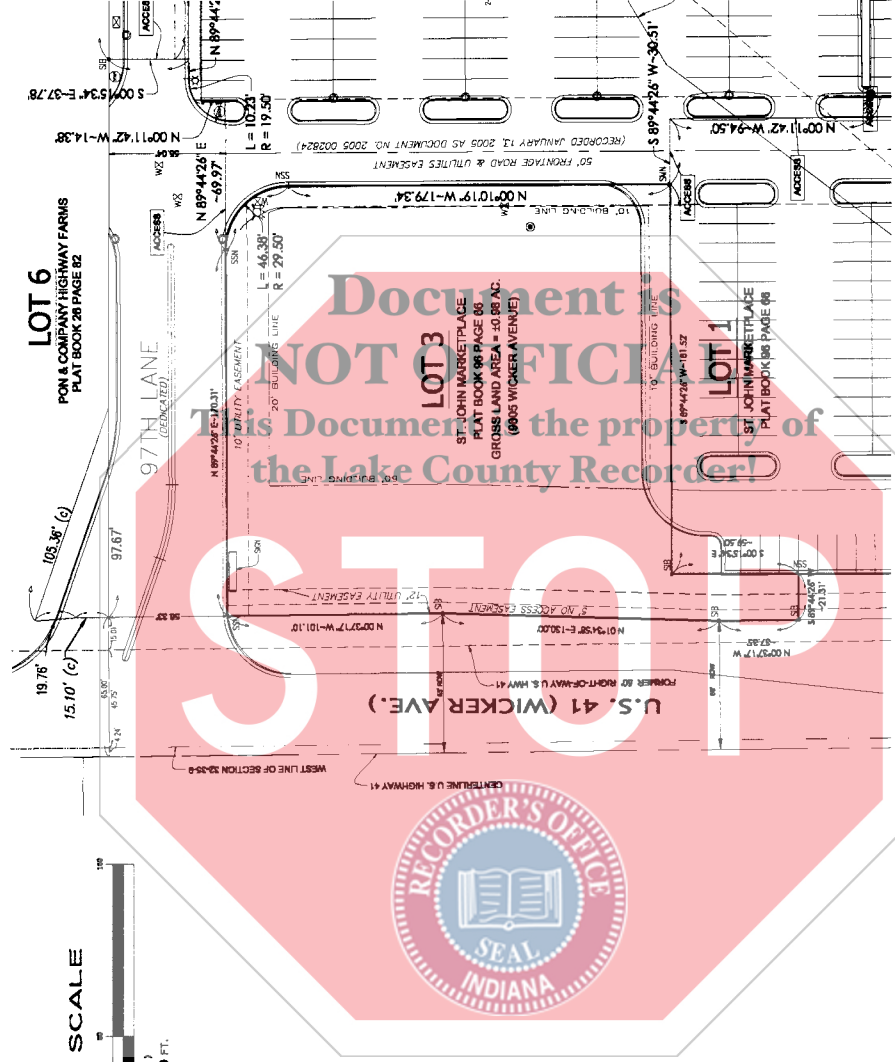
[See Attached]





ALTA/ACSM LAND TITLE SURVEY

LEGAL DESCRIPTION: LOT 3, ST. JOHN MARKETPLACE, AN ADDITION TO THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 98, PAGE 66 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



LOT 6
PON & COMPANY HIGHWAY FARMS
PLAT BOOK 28 PAGE 82

LOT 3
ST. JOHN MARKETPLACE
PLAT BOOK 98 PAGE 66
GROSS LAND AREA = 33.88 AC.
(9865 WICKER AVENUE)

LOT 1
ST. JOHN MARKETPLACE
PLAT BOOK 98 PAGE 66

LEGEND:

- ⊕ FIRE HYDRANT
- ⊕ WATER VALVE
- ⊕ CATCH BASIN/INLET
- ⊕ MANHOLE
- ⊕ STOP SIGN
- ⊕ SET IRON BAR
- ⊕ SET MAG NAIL
- ⊕ SET SCRIBED NOTCH

NOTE: THIS PROPERTY IS LOCATED IN FLOODPLAIN ZONE "C" AREAS OF MINIMAL FLOODING, AND ZONE "A4", AREAS OF THE 100 YEAR FLOOD BASE FLOOD ELEVATIONS AND HAZARD DETERMINED. THERE ARE FLOODWAYS AND FLOODWAY FRINGES ON THIS PROPERTY, AS PER FLOOD INSURANCE RATE MAP (FIRM) DATED JUNE 11, 1983 IN COMMUNITY PANEL NUMBER 180141 0065 C.

JOHN TERREL
PLAT BOOK 13
LAFAYETTE, IN 47902

DATE: 5-17-06

JOB NO: 0605-06
SCALE: 1"=40'
DRAWN: RB

ALTA/ACSM LAND TITLE SURVEY
LOT 3, ST. JOHN MARKETPLACE
9805 WICKER AVENUE
ST. JOHN, INDIANA

TORRENGA SURVEYING, LLC
PROFESSIONAL LAND SURVEYORS
907 RIDGE ROAD, MUNSTER, INDIANA 46321
TEL. No.: (219) 836-8918
WEBSITE: WWW.TORRENGA.COM



MAY 12, 2006

TORRENGA SURVEYING, LLC

JOHN STUART ALLEN - Registered Land Surveyor No. LS29900011

THEORY OF LOCATION:

This survey is based on the locations of found, called for, and uncalled for monuments at or near the corners of the subject parcel, and at or near the corners of adjacent parcels. The plotted dimensions and bearings from ST. John Market Place are as shown on plat book 98, page 66 measured good and marked the monuments found as shown on the survey.

SURVEYORS REPORT:

A.) AVAILABILITY OF MONUMENTS:

Uncertainties in monument locations are noted. Unless otherwise stated, found monuments were undisturbed, in good condition, of unknown origin, and at or near grade.

B.) OCCUPATION AND POSSESSION:

No apparent uncertainties resulted due to occupation or possession lines, unless specifically shown on the plat.

C.) CLARITY OR AMBIGUITY OF RECORD DESCRIPTIONS:

There is no apparent ambiguity in the record description of the subject parcel.

D.) THEORETICAL UNCERTAINTY (due to random errors in measurements):

The survey performed met the requirements of a class "C" survey according to 616 IAC 1.1 - 1.2 et seq. The allowable theoretical uncertainty is plus or minus 0.50 feet for set monuments.

CERTIFY TO:

CHICAGO TITLE INSURANCE COMPANY
BARCLAYS CAPITAL REAL ESTATE INC.
ST. JOHN MARKETPLACE, LLC
SJM Real Estate, LLC
STATE OF INDIANA }
COUNTY OF LAKE }

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and include items 1, 2, 3, 4, 7(a)(b), 8, 9, 10, 11(a), 13 or 13(a) of this standard. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Indiana, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.