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Doc#: 0528747067 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/14/2005 10:42 AM Pg: 1 of 9

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918-920 AND 922-924 WEST BELMONT
CHICAGO, ILLINOIS
GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Lease") is entered into as of the 29th day of September, 2005, between 922-924 THC LLC, an Illinois limited liability company ("922 THC"), 918-920 THC, LLC, an Illinois limited liability company ("918 THC") (922 THC and 918 THC are collectively referred to as the "Landlord"), and WILMOT DEVELOPMENT LLC., an Illinois limited liability company (the "Tenant").

RECITALS

A. 922 THC owns all right title and interest in the property commonly known as 922-924 West Belmont, located in Chicago, Illinois (the "922 Property"); 918 THC owns all right, title and interest in the property commonly known as 918-920 West Belmont, located in Chicago, Illinois (the "918 Property"); the 922 Property and 918 Property are sometimes collectively referred to as the "Property."

B. The Landlord desires to lease to the Tenant the Leased Premises (as hereinafter defined) pursuant to the terms of this Lease.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Lease, the parties agree as follows:

ARTICLE 1
LANDLORD; DEMOLITION;
APPLICABILITY OF GROUND LEASE; CERTAIN DEFINITIONS

A. APPLICABILITY. This Lease shall be applicable to both vacant and improved land. Notwithstanding anything contained herein to the contrary, in the event the Leased Premises does not include any Improvements (as defined herein) and is comprised solely of vacant land, then those provisions in this Lease which refer to Improvements shall be disregarded and all other provisions of this Lease shall be construed as being applicable to vacant land; at such time as the Leased Premises may

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include Improvements (other than the Commercial Spaces, as defined herein), irrespective of who may have constructed the same, then the provisions of this Lease that refer to Improvements shall be fully applicable.

B. DEMOLITION. If any part of the Leased Premises contains a structure, the Landlord will not deliver to Tenant possession of that portion of the Leased Premises containing the structure until the structure's current tenants have vacated the structure. Tenant shall pay all costs and expenses associated with the demolition of any structure on the Leased Premises.

C. LANDLORD. 922 THC and 918 THC are both designated as the "Landlord" under this Lease. The respective rights, duties and obligations of each of 922 THC and 918 THC to Tenant under this Lease are separable and pertain only to that part of the Property owned by it.

D. Intentionally Deleted.

ARTICLE 2 DEMISE OF PREMISES

(a) The Landlord hereby leases, demises and lets to Tenant and Tenant hereby takes and leases from the Landlord for the Term and upon the provisions hereinafter specified the following described property (collectively, the "Leased Premises"): (i) the Property together with the easements, rights and appurtenances hereunto belonging or appertaining (collectively, the "Land"); (ii) the buildings, structures, fixtures and other improvements constructed or to be constructed on the Land (collectively, the "Improvements"), together with all Alterations and other additions and accessions thereto, substitutions therefor and replacements thereof permitted by this Lease, excepting therefrom Tenant's Trade Fixtures and the Commercial Spaces.

(b) Each party defined herein as the Landlord shall lease, demise and let to Tenant the portion of the Property that it owns.

ARTICLE 3 TERM

Tenant shall have and hold the Leased Premises for a term (the "Term") commencing on the date hereof (the "Commencement Date") and ending on the 99th anniversary of the Commencement Date (the "Expiration Date"). Tenant shall have the option to extend the Term for an additional 99 years, which option shall be exercisable upon written notice given to Landlord prior to the Expiration Date.

ARTICLE 4-39 INTENTIONALLY DELETED

ARTICLE 40 OPTION

(a) Tenant shall have the right at any time and from time to time during the Term to cause the Landlord to sell to Tenant all of the Leased Premises in accordance with the terms of this Article (the "Purchase Option"). Tenant shall pay to the Landlord in cash or immediately available funds concurrently with the Closing an amount equal to the fair market value of the Landlord's interest in the Leased Premises as agreed by the parties. The parties shall use their best good faith efforts to reach an agreement as to said fair market value. If the parties fail to reach an agreement as to the fair market value within ten (10) days after Landlord's receipt of the Option Notice (as defined herein), then the parties

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shall submit their respective fair market value bids to a single independent appraiser, mutually agreed upon by the parties, with the professional designation of M.A.I. or, if M.A.I. ceases to exist, a comparable designation from an equivalent professional appraiser organization. The appraiser shall within thirty (30) days of the submission of such bids to reach a decision as to whether the parties shall use Landlord's or Tenant's submitted fair market value bid and shall notify Landlord and Tenant thereof in writing. The decision of the appraiser shall be binding upon Landlord and Tenant. At the option of Tenant and provided the Landlord only owns the Leased Premises and no other assets, the Purchase Option may be effectuated through a sale to Tenant of all of the membership interests in each of the entities that is designated as the Landlord by the owner or owners thereof (collectively, the "Equity Owner"). The current Equity Owner of Landlord joins in this Lease for purposes of agreeing to this Article 40. If the conveyance of the Leased Premises is effectuated by a transfer of all of the membership interests in each party designated as the Landlord, each party designated as the Landlord shall first distribute all interests in the Commercial Spaces to their respective members.

(b) Tenant may exercise the Purchase Option by written notice to the Landlord of Tenant's election (the "Option Notice") to cause the sale of the Leased Premises, which Option Notice shall specify a closing date (the "Closing Date") for Tenant's acquisition of the Leased Premises of no less than ten (10) days, but no more than ninety (90) days, after the date of the delivery of the Option Notice. The consummation of any purchase and sale pursuant to a Purchase Option shall take place at the office of Tenant on the Closing Date.

(c) The Landlord and the Equity Owner hereby grant a power of attorney to Tenant, which power of attorney is coupled with an interest, to execute on behalf of the Landlord any and all instruments necessary in order to effectuate any transfer contemplated under this Article. The terms and provisions of this Article shall expressly survive the termination or earlier expiration of this Lease.

[Signatures on the Following Page]

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IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed.

LANDLORD:

922-924 THC LLC,
an Illinois limited liability company

By: David Jabrudi
Its: Manager

1405 West Diversey Parkway
Chicago, Illinois 60614

918-920 THC LLC,
an Illinois limited liability company

By: David Jabrudi
Its: Manager

1405 West Diversey Parkway
Chicago, Illinois 60614

TENANT:

WILMOT DEVELOPMENT LLC,
an Illinois limited liability company

By: David Jabrudi
Its: Manager

1405 West Diversey Parkway
Chicago, Illinois 60614

EQUITY OWNERS join in this Lease for purposes
of effectuating the sale contemplated under Article
40:

924 W. BELMONT CORPORATION

By: David Jabrudi
Its: President

1405 West Diversey Parkway
Chicago, Illinois 60614

FULLERTON HOTEL CORP.

By: David Jabrudi
Its: President

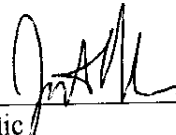
1405 West Diversey Parkway
Chicago, Illinois 60614

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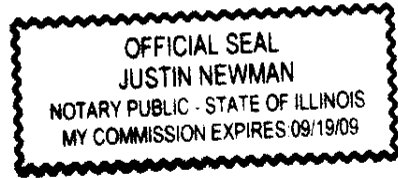
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that David LaBunski, personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as Manager of 922-924 THC LLC free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 29th day of September, 2005.



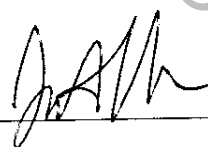
Notary Public



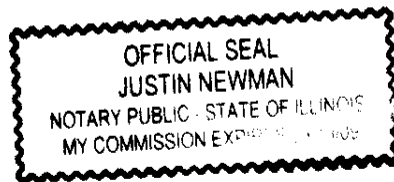
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that David LaBunski, personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as Manager of 918-920 THC LLC free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 29th day of September, 2005.



Notary Public



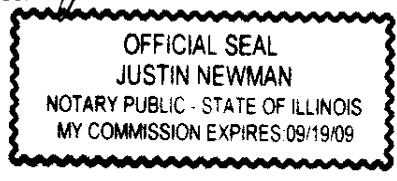
UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that David LaBunski, personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as Manager of Wilmonth Development LLC, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 29th day of September, 2005.

[Signature]
Notary Public

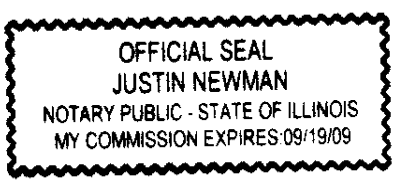


STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that David LaBunski, personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as ~~Attn~~ President of 924 W. BELMONT CORPORATION free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 29th day of September, 2005.

[Signature]
Notary Public



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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that David LaBunski, personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as president of FULLERTON HOTEL CORP. free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 29th day of September, 2005.

Justin Newman
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 19 AND 20 IN THE SUBDIVISION OF LOT 1 IN THE RESUBDIVISION OF BLOCK 2 IN HAMBLETON, WESTON AND DAVIS SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 21 AND 22 IN M.L. SCHUDDERS JR SUBDIVISION OF LOT 1 IN THE RESUBDIVISION OF BLOCK 2 IN HAMBLETON, WESTON AND DAVIS SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-20-426-017-0000
14-20-426-016-0000

ADDRESS: 918-924 WEST BELMONT AVENUE
CHICAGO, ILLINOIS

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