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THIS INSTRUMENT PREPARED BY:



1203434051

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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/03/2012 01:24 PM Pg: 1 of 9

AFTER RECORDING, RETURN TO:

Matthew A. Jackson
Barack Ferrazzano Kirschbaum
& Nagelberg LLP
200 West Madison St., Suite 3900
Chicago, IL 60606

AMENDED AND RESTATED MEMORANDUM OF LEASE

BY AND AMONG

BROOKDALE LIVING COMMUNITIES OF ILLINOIS-GV, LLC

AND

VENTAS REALTY, LIMITED PARTNERSHIP

Leased Property: The Seasons at Glenview Place

Property Address: 4501 Concord Lane
Northbrook, Illinois

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AMENDED AND RESTATED MEMORANDUM OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that this Amended and Restated Memorandum of Lease (hereinafter this "**A&R Memorandum**") dated as of the 2nd day of February, 2012, by and among **VENTAS REALTY, LIMITED PARTNERSHIP**, a Delaware limited partnership ("**Landlord**"), having an office at 333 West Wacker Drive, Suite 2700, Chicago, Illinois 60606, and **BROOKDALE LIVING COMMUNITIES OF ILLINOIS-GV, LLC**, a Delaware limited liability company ("**Tenant**"), having an address at 330 North Wabash, Suite 1400, Chicago, Illinois 60611.

RECITALS

A. Landlord and Tenant are parties to that certain Master Lease Agreement dated as of January 28, 2004 (as the same may have been amended, supplemented, modified, severed, renewed, extended or replaced, the "**Master Lease**") demising to Tenant (i) the real property described on Exhibit A attached hereto and made a part hereof, together with the improvements thereon (the "**Leased Premises**"), and (ii) demising multiple other properties to certain affiliates of Tenant.

B. A Memorandum of Lease dated as of May 13, 2004 relating to the Master Lease as it affects the Leased Premises was previously executed by Landlord and Tenant (the "**Original Memorandum**").

C. Contemporaneously herewith, Landlord and Tenant have entered into that certain Twelfth Amendment to Master Lease Agreement dated as of the date hereof (the "**Master Lease Amendment**"), which amends the Master Lease in certain respects.

D. Landlord and Tenant desire to amend and restate the Memorandum with respect to the Leased Premises, in accordance with the foregoing.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereby agree as follows:

1. The name of Landlord is Ventas Realty, Limited Partnership, a Delaware limited partnership.
2. The name of Tenant is Brookdale Living Communities of Illinois-GV, LLC, a Delaware limited liability company.
3. The addresses set forth in the Master Lease as addresses of the parties are as follows:

if to any Tenant:

c/o Brookdale Living Communities, Inc.
6737 W. Washington Street, Suite 2300

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Milwaukee, WI 53214
Attention: Chief Financial Officer

with a copy to:

c/o Brookdale Living Communities, Inc.
111 Westwood Place, Suite 200
Brentwood, TN 37027
Attention: General Counsel

if to Landlord:

Ventas, Inc.
10350 Ormsby Park Place
Suite 300
Louisville, Kentucky 40223
Attention: Lease Administration
Facsimile: (502) 357-9001

with a copy to:

Ventas, Inc.
10350 Ormsby Park Place
Suite 300
Louisville, Kentucky 40223
Attention: General Counsel
Facsimile: (502) 357-9001

if delivered under **Section 25** of the Master Lease, with a copy to:

Ventas, Inc.
353 North Clark Street, Suite 3300
Chicago, Illinois 60654
Attn.: Vice President of Asset Management
Fax: (312) 596-3850

and a copy to:

Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison, Suite 3900
Chicago, Illinois 60606
Attn: Douglas W. Anderson
Fax: (312) 984-3150

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4. The Master Lease is dated as of January 28, 2004.
5. The description of the Leased Premises is attached hereto as Exhibit A.
6. The date of commencement of the term of the Master Lease is January 28, 2004.
7. The term of the Master Lease commences on the Commencement Date and ends on January 31, 2019 (the “**Expiration Date**”) subject to possible earlier termination as more fully set forth in the Master Lease, and subject to Tenant’s right to extend the Master Lease as more fully set forth immediately below.
8. Tenant has a right to renew the term of the Master Lease for two (2) additional ten (10) year periods, at terms more fully set forth in the Master Lease. If both renewal options are exercised, the Master Lease could terminate as late as January 31, 2039, subject to possible earlier termination as more fully set forth in the Master Lease.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this A&R Memorandum on the date first above written.

TENANT:

**BROOKDALE LIVING COMMUNITIES OF
ILLINOIS-GV, LLC**, a Delaware limited liability
company

By: 

Name: Eric Hoaglund

Its: Assistant Secretary

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STATE OF ILLINOIS)
)SS
 COUNTY OF DECATUR

I, Stacey E. Meyer, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Eric Hoaglund, personally known to me to be the Assistant Secretary of BROOKDALE LIVING COMMUNITIES OF ILLINOIS-GV, LLC, a Delaware limited liability company, and 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 he signed and delivered such instrument, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 21st day of February, 2012.

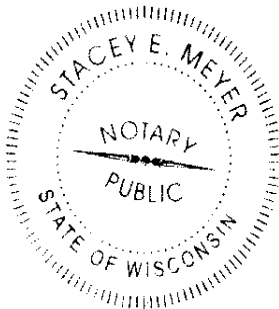
Stacey E. Meyer

Notary Public

My Commission Expires:

is permanent

[Notarial Stamp/Seal]



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LANDLORD:

**VENTAS REALTY, LIMITED
PARTNERSHIP**, a Delaware limited
partnership

By: Ventas, Inc., a Delaware corporation, its
general partner

By: 

Name: Joseph Lambert

Title: Vice President, Transactions
Counsel

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UNOFFICIAL COPYSTATE OF ILLINOIS)COUNTY OF COOK)

This 14 day of February, 2012, personally came before me Lisa M. Gustafson, a Notary Public in and for said County and State, Joseph Lambert, who being by me duly sworn, says that he is the Vice President, Transactions Counsel of VENTAS, INC. a Delaware corporation, in its capacity as the general partner of VENTAS REALTY, LIMITED PARTNERSHIP, a Delaware limited partnership, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him on behalf of such corporation by its authority duly given, in its aforesaid general partner capacity on behalf of the beforesaid limited partnership. And the said Executive Vice President, Chief Administrative Officer, General Counsel and Secretary acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial stamp/seal this ____ day of ____, 2012.

Lisa M. Gustafson
Notary Public

My Commission Expires:

[Notarial Stamp/Seal]



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EXHIBIT A

Parcel 1:

Lot 23 in Glenview Place, being a Resubdivision in the Northwest Quarter of Section 29 and the Northeast Quarter of Section 30, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded November 12, 1997, as Document Number 97-845875, in Cook County, Illinois.

Parcel 2:

Easement for Storm and Water Detention for the benefit of Parcel 1 over that part of Lots 1 and 2 of County Clerk's Division of Section 30, Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded October 11, 1876 as Document No. 106468, in Cook County, Illinois,

Described as Follows:

Commencing at the Northeast corner of said Section 30; Thence South 00 Degrees 00 Minutes 05 Seconds West along the east line of said Section 30, 449.38 feet;

Thence South 89 Degrees 41 Minutes 07 Seconds West, 1146.68 feet to a point for a Place of Beginning;

Thence continuing South 89 Degrees 41 Minutes 07 Seconds West, 235.00 feet to the easterly line of Sanders Road according to Document No. 21779374, recorded January 18, 1972; Thence North 07 Degrees 27 Minutes 17 Seconds West along said easterly line of Sanders Road, 341.26 feet;

Thence South 89 Degrees 59 Minutes 15 Seconds East, 273.68 feet;

Thence South 00 Degrees 57 Minutes 03 Seconds East, 337.07 feet to the Point of Beginning as created by Instrument dated June 2, 1997 and recorded June 5, 1997 as Document No. 97-400065, and as amended by Instrument recorded July 8, 1997 as Document No. 97-490185.

P.I.N.: 04-29-100-299-0000
04-30-211-023-0000

Address: 4501 Concord Lane, Glenview, Illinois