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Sean M. Carroll, Esq.  
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Doc#: 1410118050 Fee: \$42.00  
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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/11/2014 11:35 AM Pg: 1 of 3

The Above Space for County Recorder's use only

## FIRST AMENDED MEMORANDUM OF GROUND LEASE

THIS **FIRST AMENDED MEMORANDUM OF GROUND LEASE** ("Memorandum") is dated and made effective as of June 10, 2013, by and between 9-25 W. Hubbard, LLC, an Illinois limited liability company ("Landlord"), and Whiskey Row 2, LLC, an Arizona limited liability company ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Ground Lease dated June 10, 2013 (the "Lease"), under which Tenant leases from Landlord certain real property commonly known as 17 W. Hubbard Street, Chicago, Illinois 60654, and legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Landlord and Tenant wish to set forth certain terms and provisions contained in the Lease and record this Memorandum of Lease to give notice to third parties of the existence of the Lease and Tenant's interest thereunder.

NOW THEREFORE, Landlord and Tenant hereby agree as follows:

1. Landlord and Tenant hereby acknowledge and memorialize the demise and lease of the Property pursuant to the Lease during the term set forth in Section 2 below. All capitalized terms used herein and not defined shall have the meanings set forth in the Lease.
2. The Effective Date of the Lease commences on June 10, 2013, and expires one-hundred and twenty (120) months after October 1, 2014. Tenant has the option to extend the term for four (4) additional option periods of five (5) years. Tenant has a First Right of Refusal on a portion of the Property after the expiration of the option periods, subject to the terms and conditions of the Lease.
3. In the event of any conflict between the provisions hereof and the provisions of the Lease, the provisions of the Lease shall control.
4. This Memorandum of Lease shall automatically terminate, without the necessity of the execution of any further document or instrument, upon the date of termination or


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expiration of the Lease (or of Tenant's right to possession thereunder, whichever occurs first). Although this Memorandum of Lease shall automatically terminate as set forth in the preceding sentence, Tenant, upon the request of Landlord, shall execute and acknowledge a document confirming the termination of this Memorandum of Lease.

5. This Memorandum of Lease may be executed and delivered in any number of counterparts, each of which so executed and delivered will be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord caused this Amended Memorandum of Lease to be executed and made effective as of the 10th day of June, 2013.

LANDLORD:  
9-25 W. HUBBARD, an Illinois  
limited liability company

By:   
Name: Khaldoun Fakhoury  
Title: Managing Member

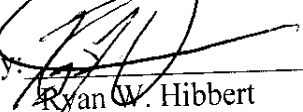
IN WITNESS WHEREOF, Tenant caused this Memorandum of Ground Lease to be executed and made effective as of the 10th day of June, 2013.

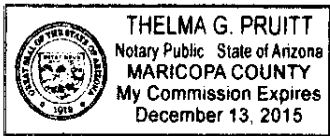
TENANT:

Whiskey Row 2, LLC, an  
Arizona limited liability company

By: Rooke, LLC  
Its: Manager

By: Milo Companies, LLC  
Its: Managing Member

By:   
Ryan W. Hibbert  
Title: Managing Member



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## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE PROPERTY

THE EAST ½ OF LOT 12 (EXCEPT THE WEST 6 INCHES THEREOF) AND ALL OF LOT 13 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

**More Commonly Known As:** 17-19 W. Hubbard Street, Chicago, Illinois 60654

**Property Identification Numbers:** 17-09-262-005-0000  
17-09-262-006-0000

200083587.1 42975/164363

Property of Cook County Clerk's Office