



Doc#: 1414328006 Fee: \$42.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/23/2014 03:13 PM Pg: 1 of 3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sean M. Carroll, Esq.
Clark Hill PLC
14850 North Scottsdale Road, Suite 500
Scottsdale, Arizona 85254

The Above Space for County Recorder's use only

SECOND AMENDED MEMORANDUM OF GROUND LEASE

THIS **SECOND AMENDED MEMORANDUM OF GROUND LEASE** ("**Second Memorandum**") is dated and made effective as of April 10, 2014, 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, as amended by the First Addendum to Ground Lease dated December 12, 2013, and the Second Addendum to Ground Lease of even date herewith (collectively the "**Lease**"), under which Tenant leases from Landlord certain real property commonly known as 17-21 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 Second Memorandum 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. All terms and conditions of this Second Memorandum shall be deemed effective as of original execution of the Lease

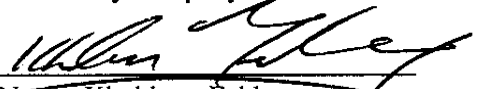
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4. This Second Memorandum shall automatically terminate, without the necessity of the execution of any further document or instrument, upon the date of termination or expiration of the Lease (or of Tenant's right to possession thereunder, whichever occurs first). Although this Second Memorandum 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 Second Memorandum.

5. This Second Memorandum 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. Once executed, this Second Memorandum may be recorded with the Cook County Recorders' Office.

IN WITNESS WHEREOF, Landlord caused this Second Amended Memorandum of Lease to be executed and as of the date first set forth above.

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

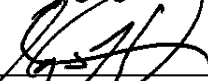
By: 
Name: Khaldoun Fakhoury
Title: Managing Member

IN WITNESS WHEREOF, Tenant caused this Second Amended Memorandum of Lease to be executed and as of the date first set forth above.

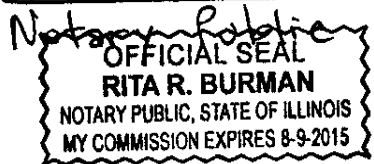
TENANT:
Whiskey Row 2, LLC, an
Arizona limited liability company

By: Rooke, LLC
Its: Manager

By: Milo Companies, LLC
Its: Managing Member

By: 
Ryan W. Hibbert
Title: Managing Member

Rita R. Burman



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Rita Burman, a Notary Public for the above county and state, hereby certify that Khaldoun Fakhoury and Ryan W. Hibbert appeared before me on this 10th day of April 2014, and being duly sworn to oath, and attested to the execution of this Memorandum.

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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: 17-21 W. Hubbard Street, Chicago, Illinois 60654

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

200551490.1 42975/164363

Property of Cook County Clerk's Office