



Doc#: 1508941092 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/30/2015 11:44 AM Pg: 1 of 5

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

FOURTH AMENDED MEMORANDUM OF GROUND LEASE

THIS FOURTH AMENDED MEMORANDUM OF GROUND LEASE ("Fourth Memorandum") is dated and made effective as of March, 2015, 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 ("Ground Lease"), as amended by the First Addendum to Ground Lease dated December 12, 2013, the Second Addendum to Ground Lease dated April 10, 2014, the Third Addendum to Ground Lease dated September 19, 2014, and the Fourth Addendum to Ground Lease of even date herewith (collectively the Ground Lease and each addendum thereto as modified from time to time is referred to as 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 Fourth 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 commenced on June 10, 2013, and the Term (as defined in the Lease) of the Lease shall continue until its expiration one-hundred and twenty (120) months after the Rent Commencement Date. The Rent Commencement Date is defined as the date that the Permitted Use for the Improvements is open for business to the general public or the date which is three hundred (300) days following the Delivery Date, whichever is later. The

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Delivery Date is defined as the date on which the Landlord delivers sole and exclusive possession and use of the Property to Tenant for purposes of constructing the Improvements. The Delivery Date shall be no later than April 1, 2016, nor shall it be earlier than March 1, 2016, unless Tenant expressly notifies Landlord in writing upon thirty (30) days' notice that it is prepared to take delivery ("Tenant's Delivery Notice"), in which case, the Delivery Date shall be that date which is thirty (30) calendar days following Tenant's Delivery Notice.

3. Tenant has the option to extend the Term for three (3) additional option periods of five (5) years and one additional option period of four (4) years.

4. Tenant has a First Right of Refusal to re-lease a portion of the Property after the expiration of the Term of the Lease and any extensions or renewals thereof, subject to the terms and conditions of the Lease. Additionally, Tenant has a First Right of Refusal to purchase the Property, subject to the terms and conditions of the Lease. Upon the expiration of the Term, Tenant is entitled, but shall not be required, to remove any portion, feature, or part of the Improvements before the expiration of its interest in the Property or the Lease.

5. 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 Fourth Memorandum shall be deemed effective as of original execution of the Lease. This Fourth Memorandum supersedes and replaces all prior Lease Memoranda concerning the Lease.

6. This Fourth 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). Thereafter, although this Fourth Memorandum shall automatically terminate as set forth in the preceding sentence, upon the request of Landlord, Tenant shall execute and acknowledge a document confirming the termination of this Fourth Memorandum.

7. This Fourth 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 Fourth Memorandum may be recorded with the Cook County Recorders' Office.

IN WITNESS WHEREOF, Landlord caused this Fourth 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: 

Khaldoun Fakhoury
Its: Managing Member

(Signatures Continued on Next Page)

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IN WITNESS WHEREOF, Tenant caused this Fourth 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: Manager

By: 
Ryan W. Hibbert
Its: Manager

(Notarizations on Next Page)

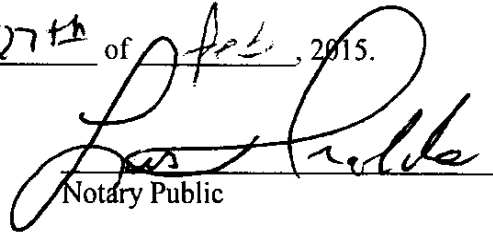
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STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I, Luis Hiraldo a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KHALDOUN FAKHOURY, the Managing Member of 9-25 W. HUBBARD, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27th of Feb, 2015.



Notary Public

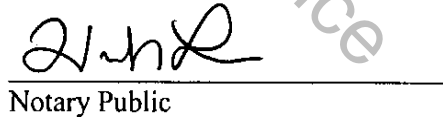
(SEAL)



STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

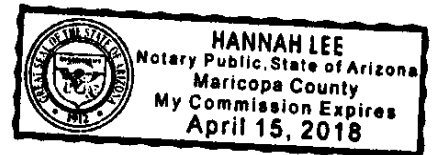
I, Hannah Lee, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ryan W. Hibbet the Manager of Milo Companies, LLC, as Manager of Rooke, LLC, as Manager of Whiskey Row 2, LLC, an Arizona limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of March, 2015.



Notary Public

(SEAL)



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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 FOURTH 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

201990188.1 42975/164363

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