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RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/19/2019 12:10 PM PG: 1 OF 6

This instrument was prepared by:

Gozdecki, Del Giudice, Americus
Farkas & Brocato LLP
1 E. Wacker Drive, Suite 1700
Chicago, Illinois 60601

After recording, return to:

Gozdecki, Del Giudice, Americus
Farkas & Brocato LLP
1 E. Wacker Drive, Suite 1700
Chicago, Illinois 60601
Attn: Kenneth Weiner, Esq.

1855 0094965 LP 1068 LR

Above Space for Recorder's Use Only

RELEASE OF MEMORANDUM OF AGREEMENT

THIS RELEASE OF MEMORANDUM OF AGREEMENT (this "**Release**") is made on this 15 day of ~~February~~^{March}, 2019, by ~~Arete Real Estate Holdings, LLC~~^{Arete Real Estate Holdings, LLC}, an Oregon limited liability company, having an address of 1101 West Lake Street, First Floor, Chicago, Illinois 60607 ("**Seller**"), and **1101 West Lake BSD, LLC**, a Florida limited liability company, having an address of 2312 N. Miami Avenue, Miami, Florida 33127 ("**New Buyer**").

1. Seller and Buyer, by its predecessor-in-interest **Link Acquisitions LLC** ("**Original Buyer**"), a Florida limited liability company, entered into that certain Real Estate Purchase and Sale Agreement dated as of December 28, 2018, as amended from time to time (as so amended, the "**Agreement**"), providing for the terms and conditions by which Buyer would purchase from Seller certain real property legally described in Exhibit A attached hereto and made a part hereof (the "**Property**").

2. To record certain terms related to the Agreement, Buyer and Seller executed that certain Memorandum of Agreement dated January 14, 2019 (the "**Memorandum**") and caused such Memorandum to be recorded on January 22, 2019 as Document No. 1902213000 with the Cook County Recorder of Deeds, Illinois, against the Property.

3. The parties hereby desire to release the Memorandum and the Memorandum shall be released as of the date hereof; provided, however, that such release shall not release Seller or Buyer from their respective obligations under the Agreement, and the terms and conditions of the Agreement shall remain in full force and effect.

[signature pages follow]

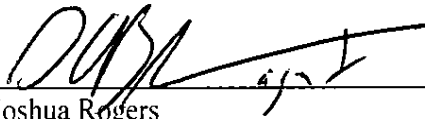
B

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IN WITNESS WHEREOF, the undersigned has executed this Release of Memorandum of Agreement as of the date set forth above.

SELLER:

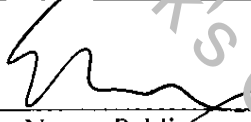
ARETE REAL ESTATE HOLDINGS, LLC,
an Oregon limited liability company

By: 
Name: Joshua Rogers
Title: Manager

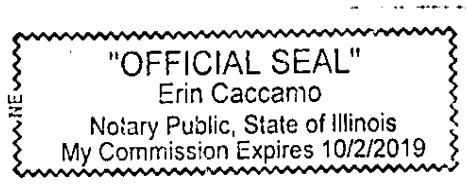
STATE OF IL
COUNTY OF Cook ss.

I, Erin Caccamo, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joshua Rogers, who is personally known to me to be the Manager of **Arete Real Estate Holdings, LLC**, an Illinois limited liability company, and who is 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 as such Manager 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 15 day of March, 2019.


Notary Public

My Commission Expires: 10/2/19




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IN WITNESS WHEREOF, the undersigned has executed this Release of Memorandum of Agreement as of the date set forth above.

NEW BUYER:


1101 WEST LAKE BSD, LLC,
a Florida limited liability company

By: 
Name: Elie Dietsch
Title: Manager

STATE OF NEW YORK
COUNTY OF NEW YORK ss.

I, Ashley Marie Cohan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Elie Dietsch, who is personally known to me to be the Manager of 1101 West Lake BSD, LLC, a Florida limited liability company, and who is 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 as such Manager, 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 31 day of JANUARY, 2019.


Notary Public

My Commission Expires: JAN. 17, 2021

ASHLEY MARIE COGHAN
Notary Public, State of New York
No. 01CO6353279
Qualified in New York County
Commission Expires Jan. 17, 2021

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IN WITNESS WHEREOF, the undersigned has executed this Release of Memorandum of Agreement as of the date set forth above.

ORIGINAL BUYER:

LINK ACQUISITIONS LLC,
a Florida limited liability company

By: [Signature]
Name: DAN AREV
Title: Member

STATE OF Florida
COUNTY OF Miami-Dade ss.

I, Salomon V. Bagdadi, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Y Dan Arev, who is personally known to me to be the _____ of **Link Acquisitions LLC**, a Florida limited liability company, and who is 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 as such Manager, 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 3rd day of January, 2019.



SALOMON V BAGDADI
Commission # GG 245377
Expires August 5, 2022
Bonded Thru Budget Notary Services

[Signature]
Notary Public

My Commission Expires: _____

Property
County Clerk's Office

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EXHIBIT A

Legal Description of Property

PARCEL 1:

THAT PART OF LOTS 1 AND 2 IN HAYES AND SHELBY'S SUBDIVISION OF BLOCK 30 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 17.14 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 30.91 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 1 AND 2 IN HAYES AND SHELBY'S SUBDIVISION OF BLOCK 30 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, BEING ALSO THE NORTHWEST CORNER OF A SIX STORY BRICK BUILDING COMMONLY KNOWN AS 1101-09 WEST LAKE STREET IN CHICAGO; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, BEING ALSO ALONG THE EXTERIOR FACE OF SAID BUILDING, A DISTANCE OF 1.80 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 2.09 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF SAID BUILDING, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES: EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.96 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 12.39 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 7.47 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 14.63 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 6.97 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.48 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5.28 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 6.76 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 37.53 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 51.92 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 19.14 FEET TO A BEND IN THE WALL; NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 169 DEGREES 44 MINUTES 08 SECONDS MEASURED COUNTER-CLOCKWISE, EAST TO NORTHWESTERLY FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 13.72; NORTH ALONG A LINE MAKING AN ANGLE OF 100 DEGREES 15 MINUTES 52 SECONDS MEASURED COUNTER CLOCKWISE, SOUTHEASTERLY TO NORTH FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 15.04 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.41 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.90 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 7.00 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 47.00 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.92 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.20 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.52 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.80 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.40 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.05 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 12.50 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 2.61 FEET; WEST AT RIGHT ANGLES TO THE LAST

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DESCRIBED COURSE, A DISTANCE OF 25.08 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 31.62 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.85 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5.13 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.85 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 57.40 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CONTAINED IN AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED JANUARY 27, 2006 AND RECORDED FEBRUARY 1, 2006 AS DOCUMENT 0603232130 AS AMENDED BY THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED MAY 6, 2015 AS DOCUMENT NO. 1512616075 AND AS FURTHER AMENDED BY SECOND AMENDMENT RECORDED NOVEMBER 1, 2018 AS DOCUMENT NO. 1830545052 OVER, ON, ACROSS AND THROUGH THE CONDOMINIUM PROPERTY, AS DEFINED THEREIN.

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF G-2 AND G-3, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED FEBRUARY 1, 2006 AS DOCUMENT 0603232130, AS AMENDED BY THE FIRST AMENDMENT RECORDED MAY 6, 2015 AS DOCUMENT 1512616075, AND THE SECOND AMENDMENT RECORDED NOVEMBER 1, 2018 AS DOCUMENT 1830545052.

PIN: 17-08-428-025-0000

Common Address: 1101 W. Lake St., First Floor, Chicago, IL 60607