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Cook County Recorder of Deeds
Date: 03/08/2005 12:53 PM Pg: 1 of 6

Property of Cook County Clerk's Office

**ASSUMPTION AND ASSIGNMENT OF TENANTS IN COMMON AGREEMENT,
MANAGEMENT AGREEMENT AND CALL AGREEMENT**

Dated: February 28, 2005
Location: 111 W. Washington Street, Chicago, Illinois

Cell

PREPARED BY AND UPON
RECORDATION RETURN TO:

TIC Properties, LLC
500 East North Street, Suite F
Greenville, South Carolina 29601
Attn: John W. Boyd

LandAmerica
10 S. LaSalle Street, Suite 2500
Chicago, IL. 60603
Attn: Gary Cichon

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This instrument was prepared by
and after recording return to:

TIC Properties, LLC
500 East North Street, Suite F
Greenville, South Carolina 29601
Attn: John W. Boyd

ASSUMPTION AND ASSIGNMENT OF TENANTS IN COMMON AGREEMENT, MANAGEMENT AGREEMENT AND CALL AGREEMENT

This ASSUMPTION AND ASSIGNMENT OF TENANTS IN COMMON AGREEMENT, MANAGEMENT AGREEMENT AND CALL AGREEMENT ("Agreement") is made and effective as of the date of recordation hereof, by and between TIC BURNHAM CENTER, LLC, a Delaware limited liability company, having an address at c/o TIC Properties Management, LLC, 500 East North Street, Suite F, Greenville, SC 29601 ("TIC"), and BURNHAM CENTER 1, LLC, a Delaware limited liability company, having an address at c/o TIC Properties Management, LLC, 500 East North Street, Suite F, Greenville, SC 29601 ("New Tenant in Common"), with reference to the facts set forth below.

RECITALS

A. TIC and certain other parties (the "Tenants in Common") entered into a Tenants in Common Agreement dated February 28, 2005, recorded on March 4, 2005 in the Cook County Recorder's Office as Document No. 0506339097 with respect to certain real property and improvements more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Tenants in Common Agreement") (the "Property").

B. The Tenants in Common entered into a Management Agreement with TIC Properties Management, LLC, a Virginia limited liability company (the "Property Manager") dated February 28 2005, which is incorporated herein by this reference (the "Management Agreement"), with respect to the Property.

C. The Tenants in Common entered into a Call Agreement with Property Manager dated February 28, 2005, recorded on March 4, 2005 in the Cook County Recorder's Office as Document No. 0506339098, which is incorporated herein by this reference (the "Call Agreement"), with respect to the Property.

D. Concurrently herewith, TIC is conveying to the New Tenant in Common a 3.55% undivided tenant in common interest in the Property (the "Interest"). Pursuant to Section 11.1 of the Tenants in Common Agreement, Section 13.1 of the Management Agreement and Section 7.6 of the Call Agreement, TIC desires to assign to the New Tenant in Common, and the New Tenant in Common desires to assume, TIC's rights and obligations under the Tenants in Common Agreement, the Management Agreement and the Call Agreement with respect to the Interest.

E. Concurrently herewith, the New Tenant in Common is executing a Partial Loan Assumption Agreement with LaSalle Bank National Association ("Lender").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Assignment and Assumption. The New Tenant in Common acknowledges that it has been given a copy and has reviewed the Tenants in Common Agreement, the Management Agreement and the Call Agreement and agrees to be bound by such agreements and approves the existing Budget and Leases (as defined in the Management Agreement). Pursuant to Section 11.1 of the Tenants in Common Agreement, Section 13.1 of the Management Agreement and Section 7.6 of the Call Agreement, TIC hereby assigns to the New Tenant in Common, and the New Tenant in Common hereby assumes, any and all of TIC's rights and obligations under the Tenants in Common Agreement, the Management Agreement and the Call Agreement with respect to the Interest, and the New Tenant in Common takes such Interest subject to all of TIC's obligations and liabilities under the Tenants in Common Agreement, the Management Agreement and the Call Agreement and to the Lender's rights, obligations and encumbrances with respect to the Property. The parties acknowledge and agree that (i) the New Tenant in Common is a Successor (as defined in the Tenants in Common

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Agreement), a Successor Tenant in Common (as defined in the Management Agreement) and a Successor (as defined in the Call Agreement), (ii) that the Tenants in Common Agreement, the Management Agreement and the Call Agreement are binding upon the New Tenant in Common and (iii) that the New Tenant in Common is conclusively deemed to have consented and agreed to every restriction, provision, grant of power of attorney and designation as agent, covenant, right and limitation contained in the Tenants in Common Agreement, in the Management Agreement or in the Call Agreement, as if the New Tenant in Common was a Tenant in Common initially executing such Tenants in Common Agreement, Management Agreement and the Call Agreement.

2. Miscellaneous.

2.1. Attorneys' Fees. If any action or proceeding is instituted between TIC and the New Tenant in Common arising from or related to or with this Agreement, the prevailing party in such action or arbitration shall be entitled to recover from the other party all of its costs of action or arbitration, including, without limitation, attorneys' fees and costs as fixed by the court or arbitrator therein.

2.2. Entire Agreement. This Agreement, together with the agreements relating to the purchase of the Interest, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

2.3. Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Illinois without regard to choice of law rules.

2.4. Venue. Any action relating to or arising out of this Agreement shall be subject to binding arbitration in Greenville County, South Carolina as provided by the terms of the Tenants in Common Agreement, the Management Agreement and the Call Agreement.

2.5. Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

2.6. Successors and Assigns. All provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and legal representatives of the parties hereto.

2.7. Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original.

2.8. Severability. If any portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

2.9. Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

2.10. Third Party Beneficiaries. The Tenants in Common and the Property Manager are expressly intended to be third party beneficiaries of this Agreement and will have the right to enforce the obligations of the New Tenant in Common hereunder.

[Signatures Follow On Next Page]

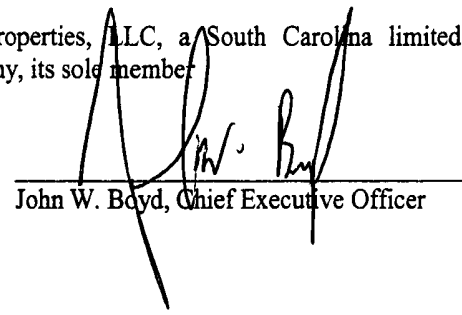
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

TIC:

TIC BURNHAM CENTER, LLC, a Delaware limited liability company

By: TIC Properties, LLC, a South Carolina limited liability company, its sole member

By: 
John W. Boyd, Chief Executive Officer

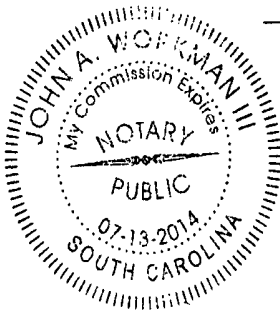
STATE OF South Carolina)
) SS.
COUNTY OF Greenville)

I, John A. Workman III, a Notary Public in and for said County in the State aforesaid, do hereby certify that John W. Boyd, as Chief Executive Officer of TIC Properties, LLC, a South Carolina limited liability company, the sole member of TIC Burnham Center, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Instrument as such respective officer, appeared before me this day in person and acknowledged that he signed and delivered such 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 set forth therein.

GIVEN under my hand and notarial seal this 3rd day of February, 2005.

John A. Workman III
Notary Public

My Commission expires:
7-13-2014



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NEW TENANT IN COMMON:

BURNHAM CENTER 1, LLC, a Delaware limited liability company

By: Barrett Family Nominee Trust dated February 29, 2000, its sole member

By: M. Justin Barrett
M. Justin Barrett, Trustee

By: Kathleen D. Barrett
Kathleen D. Barrett, Trustee

STATE OF Massachusetts) SS.
COUNTY OF Middlesex)

I, LAURIE E. LINDSTRÖM, a Notary Public in and for said County in the State aforesaid, do hereby certify that M. Justin Barrett, as Trustee of Barrett Family Nominee Trust dated February 29, 2000, the sole member of Burnham Center 1, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Instrument as such respective officer, appeared before me this day in person and acknowledged that he signed and delivered such 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 set forth therein.

GIVEN under my hand and notarial seal this 7th day of February, 2005.

Laurie E. Lindstrom
Notary Public

My Commission expires:
March 26, 2010

STATE OF Massachusetts) SS.
COUNTY OF Middlesex)

I, LAURIE E. LINDSTRÖM, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kathleen D. Barrett, as Trustee of Barrett Family Nominee Trust dated February 29, 2000, the sole member of Burnham Center 1, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Instrument as such respective officer, appeared before me this day in person and acknowledged that she signed and delivered such Instrument as her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 7th day of February, 2005.

Laurie E. Lindstrom
Notary Public

My Commission expires:
March 26, 2010

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EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2 and the East 47 feet of Lot 3 in Block 56 in Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 17-09-459-002-0000

Address of Real Estate: 111 West Washington Street
Chicago, Illinois 60602

Property of Cook County Clerk's Office