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Doc#: 1215356012 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/01/2012 09:53 AM Pg: 1 of 8

STATE OF ILLINOIS)
COUNTY OF COOK)

BROKER'S LIEN

The claimant, The Berger Group Inc. of Arlington Heights, County of Cook, State of Illinois, DBA as Transition Brokers RE, Inc. ("Claimant"), hereby files a claim for lien against Woodfield Green Executive Centre, LLC (hereinafter referred to as "Owner"), wherein Owner's Premises(s) are located in Cook County, Illinois. This Lien is filed and to be recorded in accordance with (770 ILCS 15/) Commercial Real Estate Broker Lien Act, specifically:

On March 5, 2012 By Your Side (hereafter "Tenant") took possession of its newly built out office premises, located in the building commonly known as 1920 Thoreau Drive, Schaumburg, IL, Cook County. Owners at this time have failed to pay real estate commissions to Claimant. The Tenant and Owner have a fully executed lease agreement wherein Claimant represented Owner for the office space lease that occurred within the Premises of the following described land in the County of Cook, State of Illinois to wit:

SEE EXHIBIT A

Permanent Real Estate Index Number(s): 07-12-101-017-0000
07-12-101-018-0000

Address(s) of premises: 1920 and 1930 Thoreau Dr. Schaumburg, IL

That during the period of April 1, 2011 through September 30, 2012 the Claimant had been retained by the Owner's Agent to lease its office space in turn for a set real estate commission, detailed in Exhibit B. Wherein the following has occurred without payment:

(1) Woodfield Green Executive Centre, LLC is now collecting rent for its new Tenant, By Your Side.

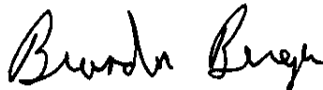
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(2) By Your Side has taken occupancy of its leased office space within the past 90 days.

That said Owner is obligated to pay a real estate brokerage commission as set forth in Exhibit B, in the amount of: \$54,939.07. As this amount is past due and not paid, Claimant places a lien in the amount of \$54,939.07 for which, with interest, the Claimant claims lien on said land and improvements and the above listed Premises.

Claimant's real estate license number is 475.121417.

The Berger Group

By: 

Brandon Berger

Mail to:

The Law Offices of Gregory S. Gann
A Professional Corporation
1480 Renaissance Drive, Suite 201
Park Ridge, Illinois 60068
Phone: 847-296-5900
Fax: 847-296-5910

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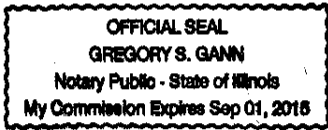
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The affiant, Brandon Berger, being first duly sworn, on oath deposes and says that he is the (Principal and Managing Broker) for The Berger Group, dba Transition Brokers RE, Inc., the Claimant; that he has read the foregoing claim for lien and knows the content thereof; and that all statements therein contained are true and accurate and based upon his personal knowledge.

Brandon Berger

Subscribed and sworn to before me
This 31st day of May, 2012.

Gregory S. Gann
Notary Public



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EXHIBIT A

PARCEL 1:

LEGAL DESCRIPTION

Parcel 1: Lots 4 and 5 in Walden International, being a subdivision of part of fractional Section 1 and part of the North $\frac{1}{2}$ of Section 12, both in Township 41 North, Range 10 east of the Third Principal Meridian, according to the plat thereof recorded January 30, 1980 as document 25342431, in Cook County, Illinois.

Parcel 2: Easements appurtenant to and for the benefit of Parcel 1 for ingress and egress; for drainage over, upon and across the storm water detention areas; for access to utilities in Drummer Drive for construction, use and maintenance of such utilities as specified therein as created by declaration of protective recorded March 29, 1980 as document 25406331, as modified by amendment to declaration of protective covenants recorded July 3, 2001 as document 0010588003 and as established in declaration of protective covenants recorded January 26, 2005 as document 0502612185.

Parcel 3: An easement appurtenant for the benefit of Parcel 1 as created by agreement recorded June 13, 1983 as document 26640290 for underground general utility purposes and ingress and egress, as specified therein, all as contained within Walden International subdivision.

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Exhibit B

EXCLUSIVE RIGHT TO LEASE AND MARKET AGREEMENT LEASE TRANSACTION

Woodfield Green Executive Centre, LLC and Helios Property Management as owners Agent (collectively, "Owner") hereby appoints Transition Brokers RE, Inc. (TBRE") as its sole agent and grants to TBRE the exclusive right to lease all or any portion of the real property located at 1920 and 1930 Thoreau Drive, Schaumburg, Illinois (the "Property").

1. **TERM:** The initial term of this Agreement begins on April 1st 2011 and will end at midnight on September 30th, 2012 provided; however, either party shall have the right to terminate this Agreement after the first ninety (90) days of the term of the Agreement by providing the other party thirty (30) days prior written notice of same
2. **TBRE's SERVICES:** TBRE will enlist the efforts of its firm to secure a satisfactory tenant(s) for the Property at a lease rate to be determined by Owner in its sole discretion and on such other terms as are acceptable to Owner. If TBRE deems it necessary, TBRE will also solicit the cooperation of other licensed real estate brokers. TBRE will negotiate the terms of any lease on behalf of Owner and in Owner's interest.
3. **AGENCY RELATIONSHIP DISCLOSURE:** TBRE designates Brandon Berger as its sole designated agent pursuant to this Agreement.
4. **OWNER REFERRALS:** Owner will refer to TBRE all inquiries and offerings received by Owner regarding the Property, and all negotiations will be conducted by TBRE or under TBRE's direction subject to Owner's review and final approval.
5. **ADVERTISING:** Owner authorizes TBRE to advertise and to place signage on the Property. TBRE, at its expense, will provide its standard signage and flyer/brochure. Any additional advertising and promotion will be done at Owner's expense pursuant to a program and budget agreed upon by Owner and TBRE and will identify TBRE as exclusive agent for the Property.
6. **COMMISSION:** If, during the term hereof, Owner leases any interest in the Property, Owner will pay to TBRE a commission in accordance with the attached Schedule of Commissions. Within 15 days after the end of the term, TBRE will provide to Owner a list of prospective tenants to whom the Property was submitted (by TBRE, Owner or any third party) during the term. If a prospective tenant, appearing on said list, enters into a lease within 180 days after the end of the term, and the lease is fully executed and delivered, Owner will pay a commission to TBRE as provided above. Owner agrees that such 180-day period will be extended for so long as negotiations with a prospective tenant are continuing.
7. **OUTSIDE BROKERS:** If TBRE recognizes an outside broker duly authorized to represent the tenant in a transaction for which a commission is payable hereunder, TBRE will advise such broker that it must look solely to the Owner for payment of any commission due such broker, and TBRE shall not have any obligation or liability whatsoever to pay any such outside broker.
8. **PROPERTY INFORMATION:** Owner represents that it has no knowledge of toxic, contaminated or hazardous substances, or defective conditions, at the Property except as Owner has informed TBRE in writing. Owner authorizes TBRE to transmit such information to prospective tenants.
9. **OTHER CLIENTS:** Owner acknowledges that TBRE may represent potential tenants and consents to such dual representation.
10. **FEES AND EXPENSES:** If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other

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costs so incurred. Any portion of a commission not paid to TBRE when due will bear interest from the due date until paid at the legal rate of interest.

11. **AUTHORITY:** Owner represents that it is the legal owner of record of the Property and/or has the full right, power and authority to execute this Agreement and to consummate a transaction as provided herein, and to perform Owner's obligations hereunder. The individuals signing this Agreement represent that they are authorized signatories.

12. **PROFESSIONAL ADVICE:** TBRE recommends that Owner obtain legal, tax or other professional advice relating to this Agreement and the proposed lease of the Property as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. TBRE will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and TBRE. Owner further agrees that in determining the financial soundness of any prospective tenant, Owner will rely solely upon Owner's own investigation and evaluation, notwithstanding TBRE's assistance in gathering any financial information.

13. **NON-DISCRIMINATION:** It is illegal for either Owner or TBRE to refuse to display or lease to any person because of one's membership in a protected class (e.g., race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by Article 3 of the Illinois Human Rights Act).

14. **SURVIVAL:** This Agreement is binding upon the parties hereto and their respective successors and assigns. The term "Owner" includes affiliates, successors, assigns and nominees. The term "Owner" as used herein shall also be deemed to mean "Landlord". The term "outside broker" means a broker other than the designated agent identified in paragraph 3 above.

15. **PUBLICITY:** Owner hereby consents to TBRE's publicizing its role in any transaction entered into, subject to Owner's reasonable editorial approval of such publicity. TBRE shall have the right to include Owner's name in plain text in a list of its clients for marketing and promotional purposes.

16. **COUNTERPARTS:** This agreement may be executed in two or more counterparts, all of which shall be considered one and the same Agreement.

17. **REPRESENTATION & WARRANTY REGARDING TERRORISM:** Each party warrants and represents to the other party, that each party, and all persons and entities owning (directly or indirectly) an ownership interest in each party: (a) is not, and shall not become, a person or entity with whom TBRE is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (b) and is not knowingly engaged in, and shall not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

18. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Owner and TBRE and supersedes all prior discussions. No modification of this Agreement will be effective unless made in writing and signed by both Owner and TBRE.

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SCHEDULE OF COMMISSIONS

Rates: \$1.25 per rentable square foot per years of the lease term; provided, however, if an outside broker procures the tenant, Owner shall pay TBRE fifty percent (50%) of the commission that Owner pays such outside broker, however, in no event whatsoever shall Owner pay TBRE less than \$0.50 per rentable square foot per year of the lease term when an outside broker procures the tenant. In the event of a renewal, amendment, expansion, relocations or new transaction with an existing tenant TBRE will be paid \$.625 per rentable square foot per the years of lease term.

Renewals; Extensions; Expansions: Landlord shall pay to TBRE, at the time of the renewal, extension or lease of additional space, an additional commission at the above rate for the renewal or extension term, or for such additional space.

Cancellation Clauses: TBRE will be paid a commission based upon the entire lease term notwithstanding any right of Landlord to cancel the lease. If tenant has a right to cancel the lease after the term has commenced (and for reasons unrelated to casualty, condemnation, default and the like), the commission will initially be based upon the rental for the noncancellable portion of the lease term plus the amount of any cancellation payment payable by tenant; if such right is not thereafter exercised, Landlord will promptly pay TBRE the balance of the commission. A lease will be deemed canceled only if tenant vacates the premises. If a lease is terminated or amended and tenant remains under a new or different arrangement, TBRE shall be paid the balance of its commission. If a cancellation payment includes the unamortized commission, then TBRE will be paid a full commission as if no right of cancellation existed.

Time of Payment: All commissions shall be deemed earned in full upon lease execution, between Landlord and tenant, but shall be due and payable as follows: 50% of the commission will be paid within thirty (30) days of lease execution, the remaining 50% within sixty (60) days after lease execution.

Sale by Landlord: In the event of a sale, conveyance or other disposition of all or any portion of Landlord's interest in the Property at which the lease is made, Landlord shall remain responsible to pay TBRE the commissions due, hereunder, unless Landlord shall obtain from the grantee of its interest and deliver to TBRE an agreement whereby the grantee assumes Landlord's commission obligations hereunder.

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Helios Property Management
(As Agent to Woodfield Green Executive Centre, LLC)

By: [Signature]
Name: CHET BALDOR
Its: Principal
Date: 4/11/11

Transition Brokers RE, Inc.

By: [Signature]
Name: Brandon Berger
Its: Principal
Date: 4/11/11

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