

# UNOFFICIAL COPY



THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN  
TO:

Christyl Marsh, Esq.  
Cohen, Salk & Huvard, P.C.  
630 Dundee Road, Suite 120  
Northbrook, Illinois 60062

Doc#: 1219450012 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/12/2012 11:28 AM Pg: 1 of 13

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## MODIFICATION OF LOAN DOCUMENTS

**THIS MODIFICATION OF LOAN DOCUMENTS** (this "Agreement") is made as of the 1st day of May, 2012, by and among **AT WORLD PROPERTIES, LLC**, an Illinois limited liability company (the "Borrower"), **MICHAEL P. GOLDEN** ("Golden"), **THADDEUS J. R. WONG** ("Wong") (Golden and Wong are individually referred to as a "Guarantor", and collectively referred to as the "Guarantors"), **MIDEN PROPERTY HOLDINGS, L.L.C.**, an Illinois series limited liability company ("Miden"), **THEUS PROPERTY HOLDINGS, L.L.C.**, an Illinois limited liability company ("Theus") (Miden and Theus are collectively, the "Mortgagors") (Borrower, Guarantors and Mortgagors are hereinafter collectively referred to as the "Obligors") and **NORTH SHORE COMMUNITY BANK & TRUST COMPANY**, its successors and assigns (the "Lender").

## RECITALS:

A. Lender has heretofore made a loan (as modified, restated or replaced from time to time, the "Loan") to Borrower in the principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) as evidenced by a Promissory Note dated January 28, 2011, in the principal amount of the Loan made payable by Borrower to the order of Lender (as modified, restated or replaced from time to time, the "Note"). All defined terms used herein and not otherwise defined shall have the meanings ascribed to such terms as set forth in the Note.

B. The Note is secured by, among other things, (i) that certain Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of January 28, 2011, made by Mortgagors in favor of Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on February 18, 2011, as Document No. 1104911070 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A** hereto (the "Property"); (ii) that certain Junior Assignment of Rents and Leases dated as of January 28, 2011, made by Mortgagors in favor of Lender recorded in the Recorder's Office on February 18, 2011, as Document No. 1104911071 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated as of January 28, 2011, made by Obligors in favor of Lender (the "Indemnity Agreement"); (iv) that certain Security Agreement dated as of January 28, 2011 between

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Borrower and Lender (the "Security Agreement"); (v) that certain UCC1 Financing Statement authorized by Borrower, as debtor, in favor of Lender, as secured party, filed in the Office of the Illinois Secretary of State on February 9, 2011 as Filing No. 16000345 (the "Financing Statement"); (vi) that certain Trademark and License Security Agreement dated as of January 28, 2011, between Borrower and Lender (the "Trademark Security Agreement"); and (vii) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Security Agreement, the Financing Statement, the Trademark Security Agreement, and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended from time to time, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan is further secured by a Guaranty of Payment dated as of January 28, 2011, from Golden to Lender (the "Golden Guaranty").

D. The Loan is further secured by a Guaranty of Payment dated as of January 28, 2011, from Wong to Lender (the "Wong Guaranty") (the Golden Guaranty and the Wong Guaranty are each individually referred to as a "Guaranty").

E. The Loan was previously modified pursuant to that certain Change in Terms Agreement dated as of February 1, 2012, made by Borrower in favor of Lender, whereby the Maturity Date of the Loan was extended from February 1, 2012 to May 1, 2012.

F. Borrower desires to amend the Loan Documents in order to extend the Maturity Date of the Note from May 1, 2012 to May 1, 2013, and to make such other changes set forth below.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Maturity Date.** The Maturity Date of the Note is hereby extended to May 1, 2013. Accordingly, any references in the Note, the Mortgage, the Assignment of Rents, the Security Agreement and any other Loan Document to the Maturity Date are amended to be "May 1, 2013".

2. **Interest Rate.** The second sentence of Recitals Paragraph A of the Mortgage is hereby amended and restated in its entirety read as follows: "The Loan shall be evidenced by a certain Promissory Note of even date herewith (as amended, modified, restated or replaced from time to time, "Note") made by Borrower payable to Mortgagee in the principal amount of the Loan, with interest at an annual rate equal to one percent (1.0%) plus the Prime Rate (as such term is defined in the Note), subject to an interest rate floor of five percent (5.0%) per annum, and due on May 1, 2013 ("Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note, the terms of which are incorporated herein by reference)."

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3. **Debt Service Coverage Ratio.** Paragraph 37 of the Mortgage is hereby modified by deleting the words “Intentionally Deleted”, and replacing them with the following:

**“Debt Service Ratio.**

a. During any calendar year on December 31 (a “Year”), Mortgagor shall not permit the ratio of Operating Cash Flow (as defined below) during such Year to Debt Service (as defined below) during such Year to be less than 1.20 to 1.00 (“Debt Service Ratio”).

As used herein, “Operating Cash Flow” shall mean for any period all rental income (including minimum rent, additional rent, escalation and pass through payments) actually received by Mortgagor during such period arising from the ownership and operation of the Premises (excluding tenant security deposits, percentage rents and rent paid during such period by any tenant for more than three months of rental obligations) less the sum of all costs, taxes, expenses and disbursements of every kind, nature or description actually paid or due and payable during such period in connection with the leasing, management, operation, maintenance and repair of the Premises and of the personal property, fixtures, machinery, equipment, systems and apparatus located therein or used in connection therewith, but excluding (i) non-cash expenses, such as depreciation and amortization costs, (ii) state and federal income taxes, (iii) the non-current portion of capital expenditures determined in accordance with generally accepted accounting principles, (iv) debt service payable on the Loan, and (v) principal and interest payments on other loans expressly permitted by Mortgagee. In determining Operating Cash Flow, (a) extraordinary items of income, such as those resulting from casualty or condemnation or lease termination payments of tenants, shall be deducted from income and (b) real estate taxes and insurance premiums shall be treated as expenses to the extent of an annualized amount based upon the amount of the most recent bill for real estate taxes and insurance premiums (regardless of whether the same shall have been paid or have become due and payable during such Year).

b. As used herein, “Debt Service” for any Year shall equal the sum of all principal and interest payments on the Loan and any other indebtedness of Mortgagor that is due and payable during such Year.

c. Operating Cash Flow and Debt Service shall be calculated by Mortgagee based on the financial information provided to Mortgagee by Mortgagor and independently verified by Mortgagee and the calculations so verified shall be final and binding upon Mortgagor and Mortgagee.

d. If at any time during any Year Mortgagee reasonably believes that an event has occurred which will cause a decrease in the Operating Cash Flow during such Year (including, without limitation, an increase in the real estate taxes due to an increase in the assessed valuation of the Premises, the applicable tax rate or otherwise) and, as a result thereof, the ratio of Operating Cash Flow to Debt Service during such Year (or any Year thereafter) shall be less than 1.20 to 1.00, then an

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Event of Default shall be deemed to exist as of the last day of such Year unless Mortgagor, on or before the last day of such Year, has delivered to Mortgagee evidence reasonably satisfactory to Mortgagee that the ratio of Operating Cash Flow to Debt Service as of such day is or shall be at least 1.20 to 1.00.”.

4. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Note, the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantors, Mortgagors or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of their formation or organization and have the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower, Guarantors and Mortgagors.

(g) Each Mortgagor is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Mortgagors. This Agreement has been duly executed and delivered on behalf of Mortgagors.

5. **Reaffirmation of Guaranty.** Each Guarantor ratifies and affirms his respective Guaranty and agrees that such Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of each Guarantor in his respective

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Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. Each Guaranty continues to be the valid and binding obligation of such Guarantor, enforceable in accordance with its terms and such Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

Without limiting the generality of the foregoing paragraph, each Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to his respective Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's and Mortgagors' execution and delivery of this Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's or Mortgagors' execution, delivery or performance of this Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

6. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay to Lender all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

7. **Additional Requirements.** The obligations of Lender to enter into this Agreement and extend the Maturity Date shall be subject to Borrower having delivered, or having caused to be delivered, to Lender, or the occurrence of the following items and conditions, all of which shall be in form and substance acceptable to Lender:

- (a) This Agreement, executed by Borrower, Guarantors and Mortgagors, which shall be recorded with the Recorder of Deeds of Cook County, Illinois with respect to the Illinois Property;
- (b) A certificate of good standing with respect to the Borrower, issued by the Illinois Secretary of State;
- (c) A certificate of good standing with respect to the Miden, issued by the Illinois Secretary of State;
- (d) A certificate of good standing with respect to the Theus, issued by the Illinois Secretary of State;
- (e) Resolutions of the members of each of Borrower, Miden and Theus with respect to the transactions contemplated hereby; and
- (f) Such other documents as Lender may reasonably require.

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8. **Release of Claims.** Obligors hereby fully and forever remise, release and discharge the Lender from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, existing as of the date hereof or arising at any time in the future, which the Obligors had, may have had, now has, or can, shall or may have, for or by any reason of any and all matters, causes or things whatsoever from the beginning of time to and including the day the Note is repaid in full.

9. **Covenant Not to Sue.** Obligors covenant that they will never institute any suit or action at law or equity against the Lender, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future which are, were, might, or could have been asserted against the Lender in connection with any of the claims released pursuant to Section 8 above.

10. **Bankruptcy Provisions.** Obligors hereby acknowledge and agree that, if a petition under any section, chapter or provision of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "**Bankruptcy Code**") or similar law or statute is filed by or against any Obligor, (i) they shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. § 363, or a modification or termination of any automatic stay or other injunction against the Lender resulting from such filing, and (ii) they shall execute any order or other document necessary to effectuate such modification or termination. If at any time any Obligor seeks relief under the Bankruptcy Code, including, without limitation, the filing of a petition under Chapter 7 or 11 thereof, such Obligor shall be deemed to have taken such action in bad faith. Furthermore, if such action is taken against any Obligor by a third party, Obligors shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied, unless instructed in writing to the contrary by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Agreement and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this Agreement and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, the Lender would not have agreed to such terms and conditions.

11. **Waiver of Defenses.** As of the date of this Agreement, Obligors acknowledge that they have no defense, offset, or counterclaim to any of Obligors obligations under the Loan Documents. Obligors hereby irrevocably waive and release any and all claims, actions, causes of action, suits and defenses which such party might hereafter have against Lender for or by reason of any matter, cause, or thing whatsoever which relates to the Loan, this Agreement, or any discussion between the Borrower, each Guarantor and the Lender.

12. **No Course of Dealing.** Obligors acknowledge and agree that this Agreement is limited to the terms outlined herein, and shall not be construed as an amendment of any other terms or provisions of the Loan Documents. This Agreement shall not establish a course of dealing or be

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construed as evidence of any willingness on the Lender's part to grant other or future amendments, should any be requested.

13. **No Joint Venture.** Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower, Guarantors or Mortgagors nor shall privity of contract be presumed to have been established with any third party.

14. **Binding Agreement.** This Agreement shall not be construed more strictly against Lender than against Borrower, Guarantors or Mortgagors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors, Mortgagors and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantors, Mortgagors and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

15. **Entire Agreement.** Borrower, Guarantors, Mortgagors and Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantors, Mortgagors and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

16. **Construction of Agreement.** Any references to the "Note" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note and the other Loan Documents, as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular. The Borrower, Guarantors, Mortgagors and their respective legal counsel have participated in the drafting of this Agreement, and accordingly, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

17. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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18. **Amendments, Changes and Modifications.** This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

20. **Time of the Essence.** Time is of the essence of each of the Obligor's obligations under this Agreement.

21. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Illinois.

23. **Venue.** TO INDUCE LENDER TO ACCEPT THIS AGREEMENT, OBLIGORS IRREVOCABLY AGREE THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER, OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS WITHIN COOK COUNTY, STATE OF ILLINOIS AND EACH OF THEM HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE. OBLIGORS EACH HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT OR HIM OR ANY OF THEM BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH OR UNDER THE NOTE AND/OR ANY OTHER LOAN DOCUMENT.

24. **Waiver of Jury Trial.** OBLIGORS IRREVOCABLY WAIVE, TO THE EXTENT APPLICABLE, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR WITH THE NOTE OR OTHER LOAN DOCUMENTS, AND/OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT, OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY, TO THE EXTENT SUCH MATTER IS TRIED AT ALL.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

**LENDER:**

**NORTH SHORE COMMUNITY BANK & TRUST COMPANY**


By: 

Name: Aaron Weel

Title: SVP

**BORROWER:**

**AT WORLD PROPERTIES, LLC, an Illinois limited liability company**

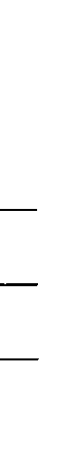
By: 

Name: Michael P. Golden

Title: Manager

**MORTGAGORS:**

**MIDEN PROPERTY HOLDINGS, L.L.C., an Illinois series limited liability company**

By: 

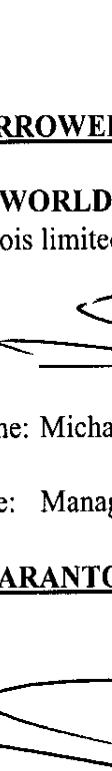
Michael P. Golden, Manager

**GUARANTORS:**



Michael P. Golden, individually

**THEUS PROPERTY HOLDINGS, L.L.C., an Illinois limited liability company**

By: 

Thaddeus J.R. Wong, Manager



Thaddeus J.R. Wong, individually

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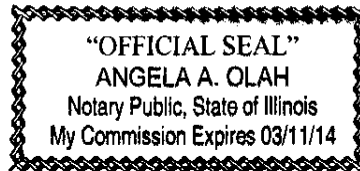
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alan Weel, SVP of **NORTH SHORE COMMUNITY BANK & TRUST COMPANY**, 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21<sup>st</sup> day of June, 2012.

Angela A. Olah  
Notary Public

My Commission Expires: 3/11/14



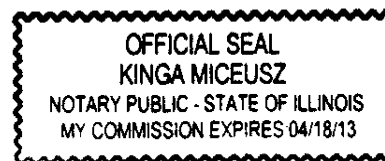
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Golden, personally known to me as the Manager of **AT WORLD PROPERTIES, LLC**, an Illinois limited liability company and 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 he signed, sealed and delivered the said instrument as such Manager of said limited liability company, pursuant to authority, given by the members, of said limited liability company, as his own and 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 21 day of June, 2012.

Kinga Miceusz  
Notary Public

My Commission Expires: 4/18/2013



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael P. Golden, the Manager of **MIDEN PROPERTY HOLDINGS, L.L.C.**, an Illinois series 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 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 21 day of June, 2012.

*Kinga Miceusz*  
Notary Public

My Commission Expires: 4/18/2013



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thaddeus J.R. Wong, the Manager of **THEUS PROPERTY HOLDINGS, L.L.C.**, 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 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 21 day of June, 2012.

*Kinga Miceusz*  
Notary Public

My Commission Expires: 4/18/2013



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **MICHAEL P. GOLDEN** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 21 day of June, 2012.

*Kinga Miceusz*  
Notary Public

My Commission Expires: 4/18/2013



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **THADDEUS J.R. WONG** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 21 day of June, 2012.

*Kinga Miceusz*  
Notary Public

My Commission Expires: 4/18/2013



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## EXHIBIT A

### THE PROPERTY

THE NORTH 31 1/4 FEET OF THE SOUTH 37 1/2 FEET OF LOT 17 IN BLOCK 6 IN BUCKINGHAMS SECOND ADDITION TO LAKEVIEW IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-20-221-026-0000

Address: 3738 N. Fremont Street, Chicago, Illinois

Property of Cook County Clerk's Office