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1208-49481

This document was prepared by,
and after recording, return to:

Brad S Gerber, Esq.
Harrison & Held, LLP
120 South La Salle Street
Chicago, Illinois 60603



Doc#: 1227057390 Fee: \$94.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/26/2012 09:33 AM Pg: 1 of 29

Permanent Tax Index Numbers:

16-07-126-012-0000
16-07-126-013-0000
16-07-126-014-0000
16-07-126-015-0000
16-07-126-016-0000

This space reserved

Property Address:

1011 Lake Street
Oak Park, Illinois 60301

PRAIRIE TITLE
6821 W. NORTH AVE.
OAK PARK, IL 60302

1208-49481

3 of 3

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated as of September 10, 2012 (the "Agreement"), is executed by and among Forsyth Building, L.L.C., an Illinois limited liability company ("Landlord"), Community Bank of Oak Park River Forest, an Illinois banking corporation (the "Tenant"), and Talmer Bank and Trust, a Michigan corporation (the "Lender").

RECITALS:

A. The Lender is the mortgagee under that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated September 1, 2012 to be recorded concurrently herewith (the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a principal indebtedness in the amount of Three Million Three Hundred Thirty-Five Thousand and 00/100 Dollars (\$3,335,000.00).

B. The Tenant has entered into that certain office lease agreement dated November 1, 1996 as amended with the Landlord (the "Lease Agreement", the Lease Agreement, together with all amendments and modifications thereof, being collectively referred to herein as the "Lease"), pursuant to which the Tenant has leased certain premises (the "Leased Premises") consisting of approximately 7,963 rentable square feet of space in the building ("Building") on the parcel of

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land (the "Land"; the Land and Building being collectively referred to herein as the "Real Estate") legally described on Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

A G R E E M E N T S:

1. The Tenant represents and warrants to the Lender that the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.

2. The Tenant has executed and delivered to the Lender that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant acknowledges that the Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.

3. The Tenant covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, the Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to the Lender's right, title and interest in and to such proceeds and awards.

4. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, the Tenant agrees that, upon receipt of a notice of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and make all subsequent rent payments directly to the Lender. The Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Lender.

5. The Lender agrees that so long as the Tenant is not in default under the Lease:

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(a) The Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless the Tenant is a necessary party under applicable law); and

(b) The possession by the Tenant of the Leased Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

6. Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section 6, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof.

7. If the Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between the Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below), and in such event:

(a) The Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term), and the Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

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(b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including the Landlord);

(ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord) unless the Tenant shall have provided the Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);

(iv) liable to refund or otherwise account to the Tenant for any security or other deposits not actually paid over to such new owner by the Landlord;

(v) bound by any amendment or modification of the Lease made without the Lender's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) by overnight express carrier, addressed in each case as follows:

To Lender:

Talmer Bank and Trust
 333 W. Wacker Drive
 Suite 700
 Chicago, IL 60606
 Attn: Chris Hainey
 Telephone: 312-912-6005
 Email: chainey@talmerbank.com

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With a copy to: Harrison & Held, LLP
 333 W. Wacker Drive
 Suite 1700
 Chicago, Illinois 60606
 Attn: Brad S. Gerber
 Telephone: 312-540-4965
 Email: bgerber@harrisonheld.com

To Mortgagor: Forsyth Building, LLC
 6821 West North Avenue
 Oak Park, Illinois 60302

With a copy to: Frank Pellegrini or Mary F. Pellegrini
 c/o Pellegrini & Cristiano
 6821 North Avenue
 Oak Park, Illinois 60302
 Telephone: 708-524-3610
 Email: mary@pellegrini-cristiano.com
frank@pellegrini-cristiano.com

To the Tenant: Community Bank of Oak Park River Forest
 1011 West Lake Street
 Oak Park, Illinois 60301
 Attention: Martin Noll, President

With a copy to: Dykema
 180 North LaSalle Street
 Suite 2700
 Chicago, Illinois 60601
 Attention: Robert Dunn Glick, Esq,

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. The Tenant acknowledges and agrees that the Lender will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein and that

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any default by the Tenant hereunder shall permit the Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against the Tenant and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

LANDLORD:

Forsyth Building, LLC,
an Illinois limited liability company

By: [Signature]
Name: FRANK PELLEGRINI
Title: MEMBER

TENANT:

Community Bank of Oak Park River Forest,
an Illinois banking corporation

By: [Signature]
Name: WALTER HEALY
Title: PRESIDENT

LENDER:

Talmer Bank and Trust,
a Michigan banking corporation

By: [Signature]
Name: MURRAY PERDUE
Title: CHURCHILL

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Pellesini, the Member, of Forsyth Building, 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 Member, 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 10 day of September, 2012.



[Signature]
Notary Public
My Commission Expires:

11/17/14

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 Christopher Harvey, the Managing Director of Talmer Bank and Trust, a Michigan banking corporation, 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 Christopher Harvey, 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 banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of September, 2012.



[Signature]
Notary Public
My Commission Expires:

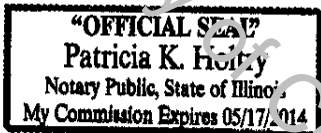
2/1/14

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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 Walter F. Healy, the President of Community Bank of Oak Park River Forest, an Illinois banking corporation, 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 President, 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 banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of September, 2012.



Patricia K. Healy
Notary Public
My Commission Expires: 5/17/2014

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

LOTS 5, 6, 7, 8 AND 9 (EXCEPT THE NORTH 10 FEET OF SAID LOT 9) TOGETHER WITH THAT PORTION OF THE VACATED ALLEY LYING WEST OF AND ADJOINING THE SOUTH 48.5 FEET OF LOT 7 AND ALL OF LOT 8 AFORESAID IN NILES SUBDIVISION OF LOTS 1, 2 AND 3 IN AUSTIN'S SUBDIVISION OF THE EAST 57.7 FEET OF LOT 17 AND ALL OF LOTS 18, 19 AND 20 IN SKINNER'S SUBDIVISION OF LANDS IN THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE NORTH 19 FEET OF LOT 4 IN AUSTIN'S SUBDIVISION OF THE EAST 57.7 FEET OF LOT 17 WITH ALL OF LOTS 18, 19 AND 20 IN SKINNER'S SUBDIVISION OF LANDS IN THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF THE NORTH AND SOUTH ALLEY ADJOINING LOT 7 IN NILES SUBDIVISION AFORESAID VACATED BY ORDINANCE PASSED BY THE VILLAGE OF OAK PARK ON JULY 15, 1925 AND RECORDED SEPTEMBER 12, 1925 AS DOCUMENT 9032449, DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE NORTH AND SOUTH ALLEY FIRST SOUTH OF THE SOUTH LINE OF THE EAST AND WEST ALLEY FIRST SOUTH OF LAKE STREET BETWEEN MARION STREET AND PARK PLACE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTH AND SOUTH ALLEY WITH THE SOUTH LINE OF SAID EAST AND WEST ALLEY FIRST SOUTH OF LAKE STREET, THENCE SOUTH ALONG THE EAST LINE OF SAID NORTH AND SOUTH ALLEY 22 FEET TO THE SOUTH LINE OF THE AFORESAID NORTH AND SOUTH ALLEY; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH AND SOUTH ALLEY TO A LINE 22 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH AND SOUTH ALLEY, THENCE NORTH ALONG SAID LINE TO A POINT 12 FEET NORTH OF THE SOUTH LINE OF THE SOUTH NORTH AND SOUTH ALLEY, THENCE EASTERLY IN A STRAIGHT LINE TO A POINT IN THE SOUTH LINE PRODUCED OF SAID EAST AND WEST ALLEY 12 FEET WEST OF THE EAST LINE OF SAID NORTH AND SOUTH ALLEY, THENCE EAST ALONG THE SOUTH LINE OF SAID EAST AND WEST ALLEY PRODUCED TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBERS: 16-07-126-012-0000, 16-07-126-013-0000, 16-07-126-014-0000, 16-07-126-015-0000, 16-07-126-016-0000

COMMONLY KNOWN AS 1011 Lake Street, Oak Park, IL 60301

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

LOTS 5, 6, 7, 8 AND 9 (EXCEPT THE NORTH 10 FEET OF SAID LOT 9) TOGETHER WITH THAT PORTION OF THE VACATED ALLEY LYING WEST OF AND ADJOINING THE SOUTH 48.5 FEET OF LOT 7 AND ALL OF LOT 8 AFORESAID IN NILES SUBDIVISION OF LOTS 1, 2 AND 3 IN AUSTIN'S SUBDIVISION OF THE EAST 57.7 FEET OF LOT 17 AND ALL OF LOTS 18, 19 AND 20 IN SKINNER'S SUBDIVISION OF LANDS IN THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTH AND SOUTH ALLEY WITH THE SOUTH LINE OF SAID EAST AND WEST ALLEY FIRST SOUTH OF LAKE STREET, THENCE SOUTH ALONG THE EAST LINE OF SAID NORTH AND SOUTH ALLEY 22 FEET TO THE SOUTH LINE OF THE AFORESAID NORTH AND SOUTH ALLEY; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH AND SOUTH ALLEY TO A LINE 22 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH AND SOUTH ALLEY, THENCE NORTH ALONG SAID LINE TO A POINT 12 FEET NORTH OF THE SOUTH LINE OF THE SOUTH NORTH AND SOUTH ALLEY, THENCE EASTERLY IN A STRAIGHT LINE TO A POINT IN THE SOUTH LINE PRODUCED OF SAID EAST AND WEST ALLEY 12 FEET WEST OF THE EAST LINE OF SAID NORTH AND SOUTH ALLEY, THENCE EAST ALONG THE SOUTH LINE OF SAID EAST AND WEST ALLEY PRODUCED TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBERS: 16-07-126-012-0000, 16-07-126-013-0000, 16-07-126-014-0000, 16-07-126-015-0000, 16-07-126-016-0000

COMMONLY KNOWN AS 1011 Lake Street, Oak Park, IL 60301

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EXHIBIT "B"

COPY OF PROPERTY MANAGEMENT AGREEMENT

[TO BE ATTACHED BY PROPERTY MANAGER]

Property of Cook County Clerk's Office



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MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of this 16th day of October, 1995, by and between Forsyth Building L.L.C., an Illinois Limited Liability Corporation (the "Owner"), and David King & Associates, Inc., an Illinois corporation (the "Manager").

WITNESSETH:

WHEREAS, the Owner is the owner of that certain real property commonly known as "Forsyth Building" located at 1001-1011 Lake Street, Oak Park, Illinois, consisting of approximately 48,000 square feet of building (the "Project"); and

WHEREAS, the Owner wishes to retain the services of the Manager as manager of the Project and Manager is willing to perform the responsibilities of managing, operating, maintaining, servicing, and improving the Project as stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the full and faithful performance by the Manager of all the terms, conditions, and obligations imposed upon the Manager hereunder, the parties hereto agree as follows:

1. APPOINTMENT OF MANAGER.

1.1 Manager. The Owner hereby appoints the Manager as the managing agent of the Project with the responsibilities and upon the terms and conditions set forth herein, and the Manager, by its execution hereof, does hereby accept such appointment.

1.2 Management of the Project. The services of the Manager hereunder are to be of a scope and quality not less than those generally performed by professional managers of other similar properties in the area. The Manager shall perform services requested by the Owner in managing, operating, maintaining, servicing and improving the Project, all as set forth herein. The Manager shall use its best efforts to secure full compliance of all lessees and sublessees, concessionaires, and others in possession of all or any part of the Project with the terms and conditions of their respective leases, subleases, and/or concessionaire agreements.

1.3 Records. The Owner & Manager hereby agree to share all relevant books, records and information with respect to the operation of the Project, all leases for portions of the Project and all service contracts relating to the maintenance and operation of the Project ("Project Records"). Manager agrees to deliver copies of all records in its possession at any time to Owner and Owner agrees to deliver copies of all records in its possession at any time to Manager.

2. MANAGEMENT SERVICES OF MANAGER

2.1 Specific Duties of Manager. Without limiting the duties and obligations of the Manager under any other provisions of this Agreement, the Manager shall have the following duties and

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perform the following services to the extent that Manager is in possession of sufficient funds from the Project or the Owner:

(a) **Monies Collected.** Collect all rent and other payments due from lessees, subleases, concessionaires, and others in the Project and any other sums otherwise due the Owner with respect to the Project in the ordinary course of business. Manager is authorized to request, demand, collect, receive, and receipt for all, such rent and other charges and upon prior approval of Owner, shall be authorized to institute legal proceedings in the name of, and as an expense reimbursable by, the Owner for the collection thereof, and for the dispossession of lessees, sublessees, concessionaires, and other persons from the Project. Such expenses may include the engaging of counsel of the Owner's choice for any such matter. All monies collected by the Manager shall be deposited by Manager, in a separate bank account or accounts established by the Manager in the Owner's name for such purpose, having such signatories, and in a bank approved by the Owner (the "Project Account(s)"). Funds deposited in such Project Account shall not be commingled with any funds of the Manager. The Owner shall maintain a minimum balance of \$5,000 in the Project Account to pay the expenses of the Project. If at any time, the balance of the Project Account falls below said sum, then the Owner shall immediately upon notice by Manager deposit an amount in such account sufficient to restore said account balance to not less than the amount set forth above. In no event shall Manager be obligated to extend its own funds on behalf of Owner. The Manager shall be responsible for the collection, disbursement, handling, and holding of the monies collected to the extent that a normal, reasonable, and prudent businessman would be responsible for such collection, disbursement, handling, and holding of monies. However, any disbursement above \$2,500 will require two (2) signatures on check, comprised of one from Manager, being David King or Gary Wenzel and one from Owner, being Frank Pellegrini or Louis Scannicchio.

(b) **Obligations Under Project Records.** To the extent that monies are available from the Project or the Owner, duly and punctually perform and comply with all of the obligations, terms, and conditions required to be performed or complied with by the Owner under the Project Records relating to management, operation, maintenance, and servicing of the Project, including without limitation, the timely payment of all sums required to be paid thereunder. After disbursement of all funds specified herein or in any other provision of this Agreement, and after establishing a reasonable cash reserve in an amount mutually determined by Owner and Manager, any balance remaining at the time each monthly report is forwarded to the Owner (as described in Section 6.2) during the term of this Agreement shall be disbursed or transferred to the Owner or to such other person as directed from time to time in writing by the Owner.

(c) **Taxes and Insurance.** To the extent that monies are available from the Project or the Owner, duly and punctually pay on behalf of the Owner all real estate taxes, assessments, and insurance premiums payable in respect of the Project or any part thereof, such to be paid prior to the time that any insurance policy would lapse due to nonpayment of the premium and prior to the time any penalties or interest would accrue upon any real estate taxes or assessments (except such interest as may accrue on an assessment payable on an installment basis which the Owner has elected to pay on an installment basis).

(d) **Repairs and Maintenance.** To the extent that monies are available from operation of the Project or the Owner, to make all repairs and perform all maintenance on the buildings,

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appurtenances, and grounds of the Project as required to be made by the Owner under the Project Records and in accordance with standards acceptable to the Owner. For any individual item of repair or replacement, the non-budgeted expenses incurred shall not exceed the sum of \$2,500 unless specifically authorized in advance by the Owner, excepting, however, that emergency repairs immediately necessary for the preservation and safety of the Project or to avoid danger to life or property may be made by the Manager without the prior approval of the Owner; provided, that immediately after such emergency repairs, the Manager shall send the Owner a report of any repairs so made.

(e) **Equipment and Supplies.** Make all arrangements for the furnishing to the Project of utility, maintenance, and other services, and for the acquisition of equipment and supplies as necessary for the management, operation, maintenance, and servicing of the Project, as necessary; provided, however, the non-budgeted purchase of any single piece of equipment or order of supplies in excess of \$750.00 shall not be made without the written consent of the Owner.

(f) **Tax Assessments.** If requested by Owner, and if Manager is receiving the tax notices, keep the Owner informed of any change in the amount of real or personal property assessments or taxes relating to the Project, and recommend, from time to time, the advisability of contesting either the validity or the amount thereof.

(g) **Insurance Coverage.** If requested by the Owner, to cause to be placed and kept in force all forms of insurance required by law, or any mortgage secured by all or any part of the Project, to protect the Owner or any mortgagee, including, but not limited to, public liability insurance, fire and extended coverage insurance, burglary and theft insurance, and boiler insurance. All insurance coverage shall be placed with such companies, in such amounts, and with such beneficial interest appearing therein as shall be acceptable to the Owner and otherwise be in conformity with the requirements of the Project Records or any mortgage covering the Project, and, anything herein to the contrary notwithstanding, it is understood and agreed that the Manager shall have no responsibility, obligation, or liability for determining the amount or type of insurance which is required with respect to the Project. Should the Owner elect to place such insurance coverage directly, the Owner shall provide the Manager with a duplicate copy of the original policy, and the Manager shall thereafter keep such insurance in force.

The Manager shall have no right to settle, compromise, or otherwise dispose of any claims, demands, or liabilities, whether or not covered by insurance, without the prior, written consent of the Owner. The Owner shall name Manager as an additional named insured on the Owner's liability insurance policy, with respect to the Project.

(h) **Personnel.** Upon Owner's prior consent, employ such on-site maintenance personnel on behalf of the Owner as necessary in order to maintain the Project. All such on-site maintenance persons shall be employees of the Manager. The costs and expenses of such employees shall be borne by the Owner, which expenses shall include, but not be limited to, salary, payroll expenses, withholding taxes, automobile allowances, and Manager's standard employee benefits.

(i) **Other Services.** Perform all other services necessary to comply with the provisions of this Agreement or as may be agreed to be provided by Manager.

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2.2 Money Management. At Owner's direction, Manager shall invest any sums which come into possession of Manager by reason of this Agreement and the Manager's actions. Any such investment will be at Owner's sole risk, and Manager assumes no obligation or responsibility with respect to such investment. All interest earned on the investments shall be credited to the Owner's account. Any applicable income tax on the investment earnings will be paid by Owner.

2.3 Concessions Income. Any income received by the Manager from vending or other coin-operated machines or concessions ("Concessions Income") shall be deposited to the Project Account and all costs related to Concession Income shall be paid as costs of the Project. The Manager shall receive a Management Fee on all Concession Income as more specifically set forth below.

2.4 Compliance With Laws. The Owner shall fully comply with all statutes, ordinances, rules, regulations, orders, or requirements governing the Project and the business conducted therein, promulgated by a federal, state, county, or municipal authority having jurisdiction thereover; provided, that at Manager's election and after notice to Owner, the Manager may take such action as may be necessary to comply with any and all statutes, rules, regulations, ordinances, orders, or requirements governing the Project, promulgated by a federal, state, county, or municipal authority have jurisdiction thereover, and Manager shall incur no liability therefor, unless Manager is negligent in his actions related thereto.

2.5 Notices. All notices from any mortgagee, ground lessor, or other party to any of the Project Records given pursuant thereto or pertaining thereto and all notices from any governmental or official entity delivered to Manager shall be forthwith delivered to the Owner by the Manager.

2.6 Waiver and Indemnification.

(a) **Waiver.** It is understood and agreed that Manager makes no representations or warranties with respect to the profitability of the Property.

(b) **Indemnification.** Owner shall defend, indemnify and hold Manager, its officers, directors, shareholders, agents and employees, harmless from and against any and all actions, suits, claims, penalties, losses, liabilities, damages and expenses (collectively, "Claims"), arising from or in connection with: (i) any failure of Owner to observe and perform its duties and obligations hereunder, (ii) Owner's gross negligence or willful misconduct, or (iii) any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against Manager, Owner, or Owner and Manager, due to any intentional act or omission of Owner or its agents except that, notwithstanding the foregoing or anything to the contrary contained herein, Owner shall not be responsible for and shall have no indemnification obligations with respect to any Claims arising out of or in connection with Manager's gross negligence or willful misconduct.

Manager shall defend, indemnify and hold Owner, its officers, directors, shareholders, agents and employees, harmless from and against any and all actions, suits, claims, penalties, losses, liabilities, damages and expenses (collectively, "Claims"), arising from or in connection with: (i) any failure of Manager to observe and perform its duties and obligations hereunder, (ii) Manager's gross

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negligence or wilful misconduct, or (iii) any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against Manager, Owner, or Owner and Manager, due to any intentional act or omission of Manager or its agents except that, notwithstanding the foregoing or anything to the contrary contained herein, Manager shall not be responsible for and shall have no indemnification obligations with respect to any Claims arising out of or in connection with Owner's gross negligence or wilful misconduct.

(c) Manager shall defend, indemnify and hold Owner and the officers, directors, shareholders, partners, agents and employees, harmless from and against any and all Claims arising from or in connection with Manager's (or its employee's or agent's) gross negligence or wilful misconduct.

(d) Owner shall carry at its own expense public liability and elevator liability (if elevators are part of the Project equipment) naming Owner and Manager, which insurance shall be adequate to protect their respective interests, and shall be in such form, substance, content, and amounts reasonably acceptable to Manager, and to furnish Manager certificates evidencing such insurance. Unless Owner shall provide such insurance and furnish such certificate within sixty (60) days from the date of this Agreement, the Manager may, but shall not be obligated to, place said insurance, and charge the cost thereof to the account of the Owner. All such insurance policies shall provide that the Manager shall receive not less than thirty (30) days' written notice prior to cancellation of the policy.

3. AUTHORITY OF MANAGER.

3.1 Execution of Contracts. Subject to the provisions of Section 3.2 below, the Manager, as agent of the Owner, shall execute all contracts, agreements, and other documents and may undertake action necessary in the performance of its obligations for the maintenance of the Project.

3.2 Contracts and Agreements. The Manager shall not execute and enter into and bind the Owner with respect to any contract or agreement, unless said contract or agreement contains a thirty (30) day cancellation provision, without the prior written consent of the Owner, including, but not limited to, contracts and agreements on behalf of the Owner for the management, operation, maintenance, and servicing of the Project; the acquisition of utility, maintenance, or other services; the furnishing of services to lessees or subleases in the Project. In the case of casualty, breakdown in machinery, or other similar emergency, if, in the reasonable opinion of the Manager, emergency action prior to written approval is necessary to prevent additional damage, or loss of life, or personal injury, or a greater total expenditure, or to protect the Project from damage, or prevent a default on the part of the Owner as landlord under leases or the Project Records, then Manager shall take such action as may be required, provided such action shall be taken only in concert with prompt notification by the Manager to the Owner.

4. COMPENSATION FOR MANAGEMENT SERVICES.

4.1 Management Fee.

(a) Management Fee. Owner shall pay Manager as compensation for the management services rendered hereunder an amount (the "Management Fee") equal to the greater of (a) Five

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percent (5 %) of the "Gross Rental Receipts" collected; or (b) a minimum monthly fee based on the following occupancy schedule during the first 12 months of this Agreement:

Occupancy Schedule

- Up to - 63% occupied, (30,240 Sq. Ft.), \$4,000/month OR
 64%-80% occupied, (38,400 Sq. Ft.), \$3,000/month OR
 80%+ occupied, \$2,000/month.

The Management Fee for a particular month shall be paid on or before the last day of the month. Manager is authorized to pay the Management Fee when due from the Project Account.

(b) Notwithstanding (a) the above, the Management Fee for the first 4 months of this Agreement will be \$4,000 per month, \$2,000 will be paid in the month accrued and \$2,000 will be deferred and paid in months 5 through 8 of this Agreement, in addition to the amount earned in accordance with (a) above. In the event that this Agreement is terminated, all deferred funds will be due upon notice of termination.

(c) Commencing with the 13th month of the term of this Agreement, the monthly Management Fee will be equal to five percent (5%) of the "Gross Rental Receipts".

(d) Definition of Gross Rental Receipts. The term "Gross Rental Receipts" as used herein shall mean and include all gross receipts (but not any sums which, under normal accounting practice, are attributable to capital) derived from the operation of the Project, including, without limitation, all rent, percentage rent, Concessions Income, income from lessees' reimbursement of real estate taxes, insurance and operating expenses, and other sums and charges received from lessees, including payments from lessees and sublessees made in consideration of the cancellation, surrender, or modification of any lease, or made by reason of any default thereunder, or the application of security deposits upon defaults or toward the repair of any damage to the Project and any proceeds of loss of rents insurance; provided, however, that Gross Rental Receipts shall not include sums paid to the Manager for Additional Services, or any security or other deposits.

5. LEASING

Right to Approve. Owner and Manager are executing a Leasing Agreement simultaneously with execution hereof. Notwithstanding anything in the Leasing Agreement, Owner retains the right in its sole discretion to approve the terms, conditions, and form of any proposed lease and to approve any prospective tenant.

6. ACCOUNTING, RECORDS, REPORTS.

6.1 Records. The Manager shall maintain its standard comprehensive system of office records, books, and accounts for the Project. The Owner and others designated by the Owner shall have at all reasonable times access to such records, accounts, and books and to all vouchers, files, and all other material pertaining to the Project and this Agreement, all of which the Manager agrees to keep safe, available, and separate from any records not having to do with the Project.

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6.2 **Monthly Reports.** The Manager shall keep the books and records of the Project on a cash accounting basis, and shall, on or before the 15th day of each month during the term of this Agreement, deliver to the Owner (i) a Profit and Loss Statement representing the income collected and payment of operating expenses for the property, (ii) an expense journal, (iii) a delinquency report for the preceding calendar month, and (iv) a tenant sales report, where applicable. The Manager shall use the Manager's standard chart of accounts and budgeting format in preparing the foregoing. The Manager shall not, however prepare or submit any federal, state or local tax report or return on behalf of the Owner.

6.3 **Annual Budgets.**

(a) **Delivery of Budget.** No later than November 15th of each year, the Manager shall deliver to the Owner a statement setting forth in detail the estimated receipts and the estimated amounts required to be expended, on a cash basis, during the next succeeding calendar year, by the Manager in the performance of its duties hereunder, including, without limitation, the amount of real estate taxes (taking into account escrowed amounts), insurance premiums, and maintenance and other expenses relating to the Project operations (the "Budget"). The Manager shall further provide such other financial information as is reasonably requested by the Owner. The Manager will cooperate with and give reasonable assistance to any independent public accountant retained by the Owner to examine such Budget or other records pertaining to the Project.

(b) **Approval.** Within thirty (30) days of receipt of the Budget, the Owner shall either approve the same or provide the Manager with written notice setting forth those items which are unacceptable to Owner or advising Manager as to what additional information is required. Failure to provide such notice to Manager within said thirty (30) day period shall be deemed approval of Budget by Owner. Upon such approval, or in the event Owner shall fail to provide notice to Manager as set forth above, the Manager shall be authorized to operate and manage the Project in accordance with the proposed Budget.

7. **EXPENSES.**

7.1 **Expense of Owner.** All obligations or expenses incurred hereunder, including, but not limited to, on-site maintenance personnel and wages, payroll costs, and employee benefits with respect thereto, costs of telecopy, messenger, overnight delivery, copying, long distance telephone and mailing directly related to the Project, shall be for the account of, on behalf of, and at the expense of the Owner. Where Owner agrees, wages and benefits for employees of Manager who work on the Project and other properties shall be charged pro rata to each such property, including the Project.

7.2 **Reimbursement For Expenses.** All payments made by the Manager in the performance of its duties and obligations under this Agreement shall be made solely out of such funds as the Manager may from time to time hold for the account of Owner or as may be provided by the Owner. The Owner desires that to the extent funds are available from the Project the Manager make payment, from such funds of mortgage indebtedness; general taxes; special assessments; or fire, steam boiler, or any other insurance premiums. In no event shall the Manager be required to advance its own funds in payment of any such indebtedness, taxes, assessments, or premiums.

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8. TERM AND TERMINATION.

8.1 Term. Subject to the provisions of Section 8.2 below, this Agreement is for a term commencing on date hereof, and ending on the 3rd anniversary hereof, (the "Termination Date"). This Agreement shall continue on a month-to-month basis after said Termination Date unless terminated in accordance with Section 8.2 or 8.3 below.

8.2 Termination. Either Owner or Manager may at all times during the term of this Agreement and any extension thereof, and upon not less than thirty (30) days' prior written notice to the other terminate this Agreement; with or without cause.

8.3 Final Accounting. The Manager shall, within thirty (30) days of the date of expiration or termination of this Agreement, deliver to the Owner the following: (i) an accounting reflecting the balance of income and expenses of and from the Project to the date of termination or expiration of the Agreement; (ii) any balance of monies of the Owner then held by the Manager; (iii) the Project Records then held by Manager; (iv) an assignment to Owner of any Project Records, contracts, leases or other documents related to the Project, and held in Manager's name and (v) Project accounts.

9. NO AGENCY.

The Manager shall be responsible for all of its employees or employees of any affiliate, the supervision of all persons performing services in connection with the performance of all of the Owner's obligations relating to the maintenance and operation of the Project, and for determining the manner and time of performance of all acts hereunder. Nothing herein contained shall be construed to establish the Manager as an employee of the Owner.

10. DESIGNATED AGENT; NOTICES.

10.1 Owner's Designated Agent. The Owner hereby designates Mr. Frank Pellegrini and Dr. Louis B. Scannicchio (the "Designated Agent"), whose mailing address' respectively are c/o Pellegrini & Cristiano, 329 Chicago Avenue, Oak Park, IL 60302 and c/o Dr. Louis B. Scannicchio, 110 N. Oak Park Avenue, Oak Park, IL 60301, as the agent of Owner to whom Manager may deliver or mail all notices required or desired to be given Owner hereunder and from whom Manager shall receive all consents, direction, decisions, and notices required or desired to be given by Owner hereunder, as set forth below. The delivery of notice or requests, correspondence, communication, consents, waivers, or other matters to such Designated Agent, whether in person or by mail as set forth herein, and/or the service of process upon such Designated Agent shall be conclusively deemed as delivery of the same and service of process upon Owner. The Designated Agent and/or office may be changed from time to time by the Owner upon not less than ten (10) days' prior written notice to the Manager.

10.2 Authority of Designated Agent. All correspondence, communication, requests, notices, waivers, consents, direction, and other actions of the Owner shall be through the Designated Agent, and the Manager shall have the right to rely with acquittance upon any correspondence, communications, requests, notices, consents, directions, or other actions received from or demanded by the Designated Agent.

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10.3 **Notices.** Unless otherwise specifically provided, all notices, demands, statements, and communications required or desired to be given hereunder shall be in writing and shall be sent by registered or certified mail, if intended for the Owner, addressed to the Designated Agent at the Designated Agent's address set forth above, and, if intended for the Manager, addressed to the Manager at:

David King & Associates, Inc.
101 North Marion Street, Suite 301
Oak Park, Illinois 60301

or to such other address as shall from time to time have been designated by written notice by either party to the other party as herein provided.

11. **APPLICABLE LAW.**

This Agreement shall be construed in accordance with the laws of the State of Illinois.

12. **OFFICE OF THE BUILDING.**

The Owner shall provide for Manager, at no cost to Manager, approximately 1200 rentable square feet of office space at a mutually agreeable above grade location in the Building (the "Office of the Building"). Owner shall construct the Office of the Building to building standard, at Owner's sole cost, in accordance with a plan mutually acceptable to Owner and Manager. Manager shall use the Office of the Building rent free as its office to lease and manage the building, but such use shall not be exclusive, and Manager shall be allowed to conduct its Commercial Real Estate Business for others from the Office of the Building. In the event Owner cancels this Management Agreement per paragraph 8.2, Manager shall be allowed to retain the office of the Building for a period of up to 180 days after the date of cancellation, at Manager's option, and Manager shall continue to pay no rent during the first 90 days and one-half of market rent for days 91 through 180.

13. **ENTIRE AGREEMENT.**

This Agreement embodies the entire understanding of the parties, and there are no further agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

14. **HAZARDOUS SUBSTANCES INDEMNITY.**

The Owner shall indemnify, defend, release and save harmless Manager and Manager's respective officers, directors, successors, assigns, parents, subsidiaries, shareholders and employees from and against any and all losses, liabilities, damage, interest, proceedings, causes of action, claims, suits, demands, duties, actions, notices, judgments, forfeitures, costs (including costs of settlement and attorneys' fees and costs), penalties and charges which any or all of them may incur, become responsible for, pay out or have assessed against or imposed upon them as a result of or arising out of, the use, disposal, accumulating, treatment, generation, handling, keeping, storage or sale on or around the Project by the Owner or any other third party, whether prior to or subsequent to the date

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of this Agreement, of any chemicals, petroleums, substances, wastes, or materials, including, without limitation, those designated as, or containing components designated as hazardous, extremely hazardous, dangerous, flammable, toxic or harmful and/or those which are subject to regulation by any federal, state or local law, regulation, statute or ordinance (collectively the "Hazardous Substances") unless directly caused by the act of Manager, its agents or employees.

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

OWNER:

MANAGER

FORSYTH BUILDING L.L.C.

DAVID KING & ASSOCIATES, INC.

By: *Frank Pellegrini*
Frank Pellegrini, Member

By: *David J King*

By: *Dr. Louis B. Scannicchio*
Dr. Louis B. Scannicchio, Member

Title: *PRESIDENT*

of Cook County Clerk's Office

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AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT

This First Amendment to Exclusive Management Agreement made as of this 13th day of October, 1998, by and between Frank Pellegrini and Louis B. Scannicchio, M.D. As members of the Forsyth Building, L.L.C., an Illinois Limited Liability Corporation ("Owner"), and David King and Associates, Inc. ("Agent").

WHEREAS, Owner and Agent entered into an Exclusive Management Agreement dated October 16, 1995, (the "Agreement") for the building commonly known as 1001-1011 Lake Street, Oak Park, Illinois 60301, (the "Property"); and

WHEREAS, the Term of the Agreement expires on October 15, 1998.

WHEREAS, Owner and Agent now desire to enter into this First Amendment to Agreement, which shall extend the Term thereof.

NOW therefore in consideration of the premises, Owner and Agent hereby agree as follows:

1. Paragraph 2 of the Agreement shall be amended to extend the Term of the Agreement for one additional period of three (3) years. The first sentence of paragraph 2 shall be replaced with the following:

Owner hereby grants to Agent the exclusive right to lease the Property and any portion thereof, commencing October 16, 1995 and ending at midnight on October 15, 2001 (the "Term").

2. Except as amended hereby, the Agreement remains in full force and effect. No further amendment, alteration or modification of the Agreement shall be valid or binding unless made in writing and signed by both Owner and Agent.

OWNER

Frank Pellegrini and Louis Scannicchio, M.D., As members of the Forsyth Building, L.L.C.

BY: 

Frank Pellegrini

BY: 

Louis B. Scannicchio, M.D.

AGENT

David King & Associates, Inc.

BY: 

TITLE: President

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SECOND AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT

This Second Amendment to Exclusive Management Agreement made as of this 2nd day of October, 2001, by and between Frank Pellegrini and Louis B. Scannicchio, M.D. As members of the Forsyth Building, L.L.C., an Illinois Limited Liability Corporation ("Owner"), and David King and Associates, Inc. ("Agent").

WHEREAS, Owner and Agent entered into an Exclusive Management Agreement dated October 16, 1995, (the "Agreement") and a First Amendment to Exclusive Management Agreement dated October 13, 1998 for the building commonly known as 1001-1011 Lake Street, Oak Park, Illinois 60301, (the "Property"); and

WHEREAS, the Term of the Agreement expires on October 15, 2001.

WHEREAS, Owner and Agent now desire to enter into this Second Amendment to Agreement, which shall extend the Term thereof.

NOW therefore in consideration of the premises, Owner and Agent hereby agree as follows:

1. Paragraph 2 of the Agreement shall be amended to extend the Term of the Agreement for one additional period of three (3) years. The first sentence of paragraph 2 shall be replaced with the following:

Owner hereby grants to Agent the exclusive right to lease the Property and any portion thereof, commencing October 16, 1995 and ending at midnight on October 15, 2004 (the "Term").

2. Except as amended hereby, the Agreement remains in full force and effect. No further amendment, alteration or modification of the Agreement shall be valid or binding unless made in writing and signed by both Owner and Agent.

OWNER

Frank Pellegrini and Louis Scannicchio, M.D., As members of the Forsyth Building, L.L.C.

BY: 

Frank Pellegrini

BY: 

Louis B. Scannicchio, M.D.

AGENT

David King & Associates, Inc.

BY: 

TITLE: President

UNOFFICIAL COPY**THIRD AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT**

This Third Amendment to Exclusive Management Agreement made as of this 28th day of September, 2004, by and between Frank Pellegrini and Louis B. Scannicchio, M.D. As members of the Forsyth Building, L.L.C., an Illinois Limited Liability Corporation ("Owner"), and David King and Associates, Inc. ("Agent").

WHEREAS, Owner and Agent entered into an Exclusive Management Agreement dated October 16, 1995, (the "Agreement"), a First Amendment to Exclusive Management Agreement dated October 13, 1998 and a Second Amendment to Exclusive Management Agreement dated October 2, 2001 for the building commonly known as 1001-1011 Lake Street, Oak Park, Illinois 60301, (the "Property"); and

WHEREAS, the Term of the Agreement expires on October 15, 2004.

WHEREAS, Owner and Agent now desire to enter into this Third Amendment to Agreement, which shall extend the Term thereof.

NOW therefore in consideration of the premises, Owner and Agent hereby agree as follows:

1. Paragraph 2 of the Agreement shall be amended to extend the Term of the Agreement for one additional period of three (3) years. The first sentence of paragraph 2 shall be replaced with the following:

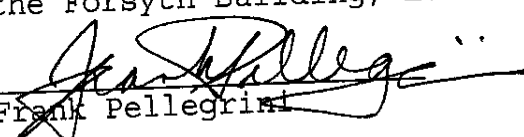
Owner hereby grants to Agent the exclusive right to lease the Property and any portion thereof, commencing October 16, 1995 and ending at midnight on October 15, 2007 (the "Term").

2. Except as amended hereby, the Agreement remains in full force and effect. No further amendment, alteration or modification of the Agreement shall be valid or binding unless made in writing and signed by both Owner and Agent.

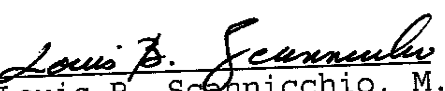
OWNER

Frank Pellegrini and Louis Scannicchio, M.D., As members of the Forsyth Building, L.L.C.

BY:


Frank Pellegrini

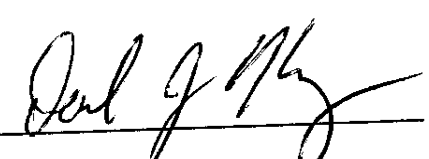
BY:


Louis B. Scannicchio, M.D.

AGENT

David King & Associates, Inc.

BY:


TITLE: President

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FOURTH AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT

This Fourth Amendment to Exclusive Management Agreement made as of this 8th day of October, 2007, by and between Frank Pellegrini and Louis B. Scannicchio, M.D. as members of the Forsyth Building, L.L.C., an Illinois Limited Liability Corporation ("Owner"), and David King and Associates, Inc. ("Agent").

WHEREAS, Owner and Agent entered into an EXCLUSIVE MANAGEMENT AGREEMENT dated October 16, 1995, (the "Agreement"), a FIRST AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT dated October 13, 1998, a SECOND AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT dated October 2, 2001 and a THIRD AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT dated September 28, 2004 for the building commonly known as 1001-1011 Lake Street, Oak Park, Illinois 60301, (the "Property"); and

WHEREAS, the Term of the Agreement expires on October 15, 2007.

WHEREAS, Owner and Agent now desire to enter into this Fourth Amendment to Exclusive Management Agreement, which shall extend the Term thereof.

NOW therefore in consideration of the premises, Owner and Agent hereby agree as follows:

1. Paragraph 8.1 of the Agreement shall be amended to extend the Term of the Agreement for one additional period of three (3) years. The first sentence of paragraph 8.1 shall be replaced with the following:


Owner hereby grants to Agent the exclusive right to lease the Property and any portion thereof, commencing October 16, 1995 and ending at midnight on October 15, 2010 (the "Term").

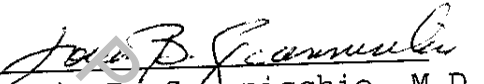
2. Except as amended hereby, the Agreement remains in full force and effect. No further amendment, alteration or modification of the Agreement shall be valid or binding unless made in writing and signed by both Owner and Agent.

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OWNER

Frank Pellegrini and Louis Scannicchio, M.D., As members of the Forsyth Building, L.L.C.

BY: 
Frank Pellegrini

BY: 
Louis B. Scannicchio, M.D.

AGENT

David King & Associates, Inc.

BY: 

TITLE: President

Property of Cook County Clerk's Office

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FIFTH AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT

This Fifth Amendment to Exclusive Management Agreement made as of this 27th day of September, 2010, by and between Frank Pellegrini and Louis B. Scannicchio, M.D. as members of the Forsyth Building, L.L.C., an Illinois Limited Liability Corporation ("Owner"), and David King and Associates, Inc. ("Agent").

WHEREAS, Owner and Agent entered into an EXCLUSIVE MANAGEMENT AGREEMENT dated October 16, 1995, (the "Agreement"), a FIRST AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT dated October 13, 1998, a SECOND AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT dated October 2, 2001, a THIRD AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT dated September 28, 2004 and a FOURTH AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT dated October 8, 2007 for the building commonly known as 1001-1011 Lake Street, Oak Park, Illinois 60301, (the "Property"); and

WHEREAS, the Term of the Agreement expires on October 15, 2010.

WHEREAS, Owner and Agent now desire to enter into this FIFTH AMENDMENT TO EXCLUSIVE MANAGEMENT AGREEMENT, which shall extend the Term thereof.

NOW therefore in consideration of the premises, Owner and Agent hereby agree as follows:

1. Paragraph 8.1 of the Agreement shall be amended to extend the Term of the Agreement for one additional period of three (3) years. The first sentence of paragraph 8.1 shall be replaced with the following:

Owner hereby grants to Agent the exclusive right to lease the Property and any portion thereof, commencing October 15, 1995 and ending at midnight on October 15, 2013 (the "Term").

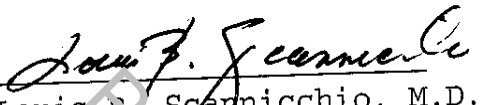
2. Except as amended hereby, the Agreement remains in full force and effect. No further amendment, alteration or modification of the Agreement shall be valid or binding unless made in writing and signed by both Owner and Agent.

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OWNER

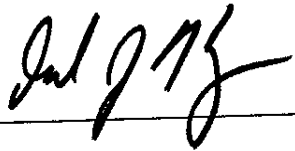
Frank Pellegrini and Louis Scannicchio, M.D., As members of the Forsyth Building, L.L.C.

BY: 
Frank Pellegrini

BY: 
Louis E. Scannicchio, M.D.

AGENT

David King & Associates, Inc.

BY: 

TITLE: President

Property of Cook County Clerk's Office