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**THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:**

Robbins, Salomon & Patt, Ltd.
180 N. LaSalle Street, Suite 3300
Chicago, IL 60601
Attn: R. Kymn Harp



Doc#: 1607819071 Fee: \$64.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/18/2016 11:12 AM Pg: 1 of 14

Above Space for Recorder's Use Only

TENANTS IN COMMON AGREEMENT (Financial Place)

This Tenants in Common Agreement ("**Agreement**") is made and entered into effective as of the date of recording (the "**Effective Date**") within the chain of title to the Property (as hereinafter defined), by and among the Zuno Chiprops LLC, an Illinois limited liability company, and Financial Place, LLC, an Illinois limited liability company (each sometimes referred to as a "**Tenant in Common**" or collectively as the "**Tenants in Common**"), relative to the Property and Interests hereinafter described.

RECITALS

A. Zuno Chiprops LLC has acquired an undivided seven and one-half percent (7.5%) interest in and to certain land and improvements commonly known as 608-706 S. Financial Place, Chicago, Illinois, legally described in Exhibit "A" attached hereto, (the "**Property**") as a tenant-in-common with Financial Place LLC, which owns an undivided ninety two and one-half percent (92.5%) interest as a tenant-in-common.

B. The tenant-in-common interest of Zuno Chiprops LLC in the Property was granted in consideration of a complete cancellation of the interest of David R. Crawford in Financial Place LLC and any proceeds derived therefrom, and for no other consideration. David R. Crawford is the sole member of Zuno Chiprops LLC.

C. The Tenants in Common desire to enter into this Agreement to provide for the orderly administration of the Property and to memorialize their respective intent to hold the property as tenants-in-common.

D. The Tenants in Common intend that the terms of this Agreement shall comply in all material respects with the requirements for an advance ruling set forth in Revenue Procedure 2002-22, 2001-2 C.B. 733. In the event any term set forth herein shall be inconsistent with the aforementioned Rev. Proc., this Agreement shall be limited and modified as necessary to conform to the requirements of the said Rev. Proc.

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NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby incorporate the opening paragraph and recitals set forth above, and agree as follows:

1. Nature of Relationship Between Tenants in Common.

1.1 Tenants in Common Relationship; No Partnership. The Tenants in Common shall each own their respective undivided interests in the Property (the "**Interests**") as tenants-in-common. The undivided percentage Interest of each Tenant in Common is set forth on **Exhibit B**. The Tenants in Common do not intend by this Agreement to create a partnership or joint venture among themselves, but merely to set forth the terms and conditions upon which each of them shall hold their respective Interests. Therefore, each Tenant in Common hereby elects to be excluded from the provisions of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, as amended (the "**Code**"), with respect to the tenant in common ownership of the Property. The exclusion elected by the Tenants in Common hereunder shall commence with the execution of this Agreement.

1.2 Reporting as Direct Owners and Not a Partnership. Each Tenant in Common hereby covenants and agrees to report on his or its federal and state income tax returns all items of income, deduction and credits which result from its Interests. All such reporting shall be consistent with the exclusion of the Tenants in Common from Subchapter K of Chapter 1 of the Code, commencing with the first taxable year following the execution of this Agreement. Further, each Tenant in Common covenants and agrees not to notify the Commissioner of Internal Revenue that it desires that Subchapter K of Chapter 1 of the Code apply to the Tenants in Common. Each Tenant in Common hereby agrees to indemnify, protect, defend and hold the other Tenants in Common free and harmless from all costs, liabilities, tax consequences and expenses (for example, taxes, interest and penalties), including, without limitation, attorneys' fees and costs, which may result from any Tenant in Common so notifying the Commissioner in violation of this Agreement or otherwise taking a contrary position on any tax return, report or other document.

1.3 Voting. The Tenants in Common must unanimously approve the following: (i) hiring any property manager and the negotiation of any management agreements; (ii) any lease or re-lease of all or any portion of the Property; (iii) all financings and refinancing of the Property; (iv) any sale of the Property (other than a sale pursuant to the Purchase Option described in Section 10); and (v) all other decisions regarding the Property.

1.4 No Agency. No Tenant in Common is authorized to act as agent for, to act on behalf of, or to do any act that will bind, any other Tenant in Common, or to incur any obligations with respect to the Property unless specifically authorized to do so under the terms of this Agreement.

2. Management. The Tenants in Common shall co-manage the Property in accordance with Section 1.3 of this Agreement, subject, however, to rights arising under the Purchase Option provided at Section 10 of this Agreement.

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3. Income and Liabilities. Each of the Tenants in Common shall be entitled to all benefits and obligations of ownership of the Property in accordance with their respective undivided Interests. Accordingly, each of the Tenants in Common shall (a) be entitled to all benefits of ownership of the Property, on a gross and not a net basis, including, without limitation, all items of income and proceeds from sale or refinance or condemnation, in proportion to their respective undivided Interests, and (b) bear, and shall be liable for, payment of all expenses of ownership of the Property, on a gross and not a net basis, including by way of illustration, but not limitation, all operating expenses and expenses of sale or refinancing or condemnation, in proportion to their respective Interests.

4. Tenants in Common Obligations. The Tenants in Common each agree to perform such acts as may be reasonably necessary to carry out the terms and conditions of this Agreement, including, without limitation:

4.1 Documents. Executing documents required in connection with a sale or refinancing of the Property in accordance with Section 6 below and such additional documents as may be required under this Agreement or may be reasonably required to effect the intent of the Tenants in Common with respect to the Property or any loans encumbering the Property, provided that such actions have been properly approved by the Tenants in Common in accordance with Section 1.3.

4.2 Additional Funds. Each Tenant in Common will be responsible for a pro rata share (based on each Tenant in Common's respective undivided Interests) of any future cash needed in connection with the ownership, operation, management, leasing, improvement and maintenance of the Property.

5. Possession. The Tenants in Common intend to lease the Property to third party tenants at all times. Accordingly, no Tenant in Common shall have the right to occupy or use the Property at any time during the term of this Agreement.

6. Transfer or Encumbrance. Subject to the provisions of Section 12 and Section 13 of this Agreement, and compliance with all other requirements and terms of this Agreement, each Tenant in Common may sell, transfer, convey, pledge, encumber or hypothecate its respective undivided Interest (or any part thereof). The transferee of any such Interest shall take such Interest subject to the terms of this Agreement, and the transferor and transferee shall execute and cause to be recorded an assignment and assumption agreement whereby (i) transferor assigns to transferee all of his right, title and interest in and to this Agreement; and (ii) transferee assumes and agrees to perform faithfully and to be bound by all of the terms, covenants, conditions, provisions and agreements of this Agreement with respect to the Interests to be transferred. Upon execution and recording of such assumption agreement in the chain to title to the Property, the transferee shall become a party to this Agreement without further action by the other Tenants in Common.

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7. Right of Partition. The Tenants in Common agree that any Tenant in Common (and any Successor-in-interest) shall have the right, while this Agreement remains in effect, to file a complaint or institute any proceeding at law or in equity to have the Property partitioned in accordance with and to the extent provided by applicable law. The Tenants in Common acknowledge and agree that partition of the Property may result in a forced sale by all of the Interests of all Tenants in Common. To avoid the inequity of a forced sale and the potential adverse effect on the investment by the other Tenants in Common, the Tenants in Common agree that, as a condition precedent to filing a partition action, the Tenant in Common filing such action must first follow the buy-sell procedure set forth in Section 8.

8. Buy-Sell Procedure. Prior to filing a partition action in accordance with Section 8, the Tenant in Common proposing to file such partition action (the "**Activating Party**") shall be bound to make a written offer ("**Offer**") to either buy the other Tenant in Common's undivided Interest or to sell the Activating Party's undivided Interest to the other Tenant(s) in Common, in either case at a price equal to the Appraised Value of the Property multiplied by the undivided percentage Interest to be transferred, determined in accordance with Section 10.2. The right to elect to either buy or sell shall belong to the Tenant in Common who is not the Activating Party (the "**Non-Activating Party**"). Such election shall be made within thirty (30) days after the Offer is communicated by the Activating Party to the Non-Activating Party. If the Non-Activating Party does not elect to either buy or sell, then the Activating Party shall be bound to purchase and the Non-Activating Party shall be bound to sell the Non-Activating Party's Interest for the Appraised Value multiplied by the percentage Interest of the Non-Activating Party's. Closing shall occur within one hundred twenty (120) days after the date the Offer is communicated by the Activating Party to the Non-Activating Party.

9. Bankruptcy. The Tenants in Common agree that the following events shall respectively constitute an "**Event of Bankruptcy**" with respect to any Tenant in Common and its Successors (as defined in Section 14.1): (a) if a receiver, liquidator or trustee is appointed for any Tenant in Common; (b) if any Tenant in Common becomes insolvent, makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; (c) if any petition for bankruptcy, reorganization, liquidation or arrangement pursuant to federal bankruptcy law, or similar federal or state law shall be filed by or against, consented to, or acquiesced in by, any Tenant in Common; provided, however, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by such Tenant in Common then, upon the same not being discharged, stayed or dismissed within thirty (30) days thereof.

10. Purchase Option.

10.1 Purchase Option. In the event that a Tenant in Common shall A. (i) not consent to a refinancing of an existing loan secured by the Property (or a replacement loan therefore) upon more favorable terms, if available, within thirty (30) days after request by the any other Tenant in Common setting forth specific terms for refinance; or (ii) not consent to extension of an existing loan secured by the Property upon maturity, which consent may be requested up to one hundred eighty (180) days in advance of maturity and shall be deemed withheld if not granted within thirty (30) days after such request; or (B) be the subject of an Event of Bankruptcy as described in Section 10; the other Tenant(s) in Common shall have the

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option (the "**Purchase Option**") to purchase the Interest of the non-consenting Tenant in Common for an amount equal to the Appraised Value (as defined below) of the Property, multiplied by the percentage Interest of the non-consenting Tenant in Common. To be effective, the Purchase Option must be exercised not later than sixty (60) days after the occurrence of any event giving rise to the Purchase Option provided herein, and must be consummated within one hundred twenty (120) days after exercise. The Buyer shall be obligated, as a condition to purchase, to obtain the release of the selling Tenant(s) in Common, and its (their) principal(s), if applicable, from all liability for any loan encumbering the Property, by release of any applicable guaranty or other obligation to the Lender.

10.2. Determination of Value. If a Tenant in Common entitled to exercise the Purchase Option provided at Section 10.1 (hereinafter, in this provision, being referred to as the "**Buyer**"), desires to exercise the Purchase Option as provided in Section 10.1, the fair market value of the Property shall be determined by appraisal (the "**Appraised Value**") in the manner described below.

The Buyer will provide Seller a list of three (3) independent MAI certified appraisers with at least five (5) years of experience in the city or county where the Property is located (the "**Qualified Appraiser**"), from which list the selling Tenant in Common shall select one Qualified Appraiser to perform an MAI appraisal of the Property. The selected Qualified Appraiser shall determine the fair market value for the Property as a whole, and shall calculate the Appraised Value in the manner described above without a discount for the tenant in common ownership arrangement. The Qualified Appraisers shall not be an affiliate of the Buyer or any Tenant in Common, and will be paid by the Tenants in Common in proportion to their respective undivided Interests.

The amount payable to a Tenant in Common in consideration of its Interest shall be calculated by computing the net proceeds that would have been distributable to the selling Tenants in Common had the Property, as a whole, been sold to an independent third party for its Appraised Value, less a stipulated sum of: (i) 1% for imputed costs of sale that ordinarily would be associated with the sale of the Property to a third party and (ii) an amount equal to at the prevailing brokerage commission rate for real estate brokers dealing in retail shopping centers in the Chicago, Illinois market. Such amount, as adjusted by 10.2(i) and (ii) shall thereupon be multiplied by a percentage equal to the undivided percentage Interest of the selling Tenant in Common, to determine the amount payable to the selling Tenant in Common for its Interest.

Upon determination, the selected Qualified Appraiser shall promptly notify both the Buyer and the selling Tenant in Common of its conclusion, including methodology in determining the value conclusion to confirm compliance with the methodology provided above. All costs of sale (excluding the selling Tenant in Common's attorneys' fees) shall be borne by the Buyer, in consideration of the deductions provided at Section 10.2 subsections (i) and (ii), above.

11. Exchange Cooperation. The Buyer shall cooperate, at no cost or expense, with any of the selling Tenant(s) in Common who wish to structure the sale of their Interests as a tax-deferred exchange pursuant to Section 1031 of the Code. The Buyer shall, upon direction of the Tenants in Common electing to exchange, consent to the assignment of the Purchase

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Option to a qualified intermediary of their choosing and the payment of their net proceeds into customary exchange escrow accounts.

12. Lender's Consent. By executing the Lender's Consent attached hereto, each lender ("Lender") with a loan secured by the Property consents to the transfer of an interest to Zuno Chiprops LLC as described in the Recitals into tenants in common as provided in this Agreement. Each Tenant in Common is prohibited from hereafter selling its respective Tenant in Common Interest in the Property without the consent of each lender with a loan secured by the Property, if such consent is required under the applicable loan documents.

13. Right of First Refusal.

13.1 General. The Tenants in Common mutually agree that each Tenant in Common shall have the first right of refusal to purchase every other Tenant in Common's Interest. The Tenants in Common mutually agree that except as otherwise expressly provided in this Agreement, they will not transfer, assign, sell, or otherwise dispose of their Interest, except in compliance with the following terms and conditions.

13.1.1 If any Tenant in Common proposed to sell all or any part of its undivided Interest in the Property to a bona fide third party purchaser, either by acceptance of an offer to purchase, or by offer to sell to another person which the other person proposes to accept, the Tenant in Common proposing to sell (hereinafter referred to as "**Offeror**") shall give written notice (the "**Offer Notice**") to each other Tenant in Common. The Offer Notice shall set forth the name and address of the proposed purchaser of the Offeror's Interest and a copy of the written purchase and sale agreement setting forth all of the terms, conditions, purchase price applicable to such sale.

13.1.2 The remaining Tenant(s) in Common shall have an absolute right of first refusal ("**Right of First Refusal**") to purchase the Offeror's Interest upon the same terms and conditions as set forth in the Offer Notice. The right of each other Tenant in Common, if there shall be more than one, to purchase the Offeror's Interest shall be allocated among the Tenants in Common electing to exercise their Right of First Refusal in proportion to the ratio of their respective Interests to each electing Tenant in Common. Such Right of First Refusal shall be exercised, if at all, by serving written notice upon the Offeror within fourteen (14) days after the receipt of the Offer Notice.

13.1.3 If no other Tenant in Common notifies the Offeror of its intent to exercise the Right of First Refusal within the time permitted herein, the Offeror shall be free to proceed with the sale of its Interest upon the terms set forth in the Offer Notice. If such sale shall not be consummated within ninety (90) days, or if the terms of sale shall change in any material respect from the terms set forth in the Offer Notice, the Right of First Refusal shall once again be activated and the Offeror must once again serve an Offer Notice and follow the procedure outlined in Section 13.1.1 and Section 13.1.2 if the Offeror intends to proceed with the sale of its Interest. The Right of First Refusal shall apply only to the Interest of the Offeror which is offered for sale, as described in the Offer Notice.

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13.2 Closing of Sale. In the event one or more Tenants in Common exercise the Right of First Refusal provided in Section 13.1, the sale shall proceed as set forth in the Offer Notice, except that such sale shall be to the Tenant(s) in Common exercising the Right of First Refusal; provided, however, in no event shall a Tenant in Common exercising its Right of First Refusal hereunder be obligated to proceed to closing in less than sixty (60) days after effective exercise of its Right of First Refusal.

13.3 Survival. The Right of First Refusal granted pursuant to this Section 13 is a material undertaking and agreement of the Tenants in Common, binding upon each Tenant in Common and the Property, and shall be enforceable by specific enforcement, injunction or other equitable or legal remedy, without the need for Tenant(s) in Common seeking to enforce the Right of First Refusal to post a bond. Any party who takes an Interest in the Property while this Agreement remains in effect takes subject to the Right of First Refusal and all other rights, obligations and remedies set forth in this Agreement.

14. General Provisions.

14.1 Mutuality; Reciprocity; Runs With the Land. All provisions, conditions, covenants, restrictions, obligations and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part of the Property; shall be binding upon and shall inure to the benefit of each of the Tenants in Common and their respective heirs, executors, administrators, successors, assigns, devisees, representatives, lessees and all other person (collectively, the "Successors") acquiring any interest in the Property or any portion thereof whether by deed, grant, lease, operation of law or otherwise; shall create mutual, equitable servitudes and burdens upon all undivided Interest in the Property; shall create reciprocal rights and obligations between the respective Tenants in Common, their Interests in the Property, and their Successors; and shall, as to each of the Tenants in Common and their Successors, operate as covenants running with the land, for the benefit of the other Tenants in Common pursuant to applicable law, including, but not limited to, the laws of the State where the Property is located. It is expressly agreed that each covenant contained herein (a) is for the benefit of and is a burden upon the undivided Interests in the Property owned by each of the Tenants in Common, (b) runs with the Property, as a whole and with respect to the undivided Interests of each Tenant in Common and (c) benefits and is binding upon each Successor owner during its ownership of any undivided Interest in the Property. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right and limitation contained herein, whether or not such person or entity expressly assumes such obligations and whether or not any reference to this Agreement is contained in the instrument conveying such interest in the Property to such person or entity. The Tenants in Common agree that, subject to the restrictions on transfer contained herein, any Successor shall become a party to this Agreement upon acquisition of an undivided interest in the Property as if such person was a Tenant in Common initially executing this Agreement.

14.2 Attorneys' Fees. If any action or proceeding is instituted between all or any of the Tenants in Common arising from or related to or with this Agreement, the Tenant in Common or Tenants in Common prevailing in such action shall be entitled to recover from any Tenant in Common violating this Agreement all of the costs and expenses incurred by the

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prevailing Tenant in Common by reason of such action or proceeding, including, without limitation, reasonable attorneys' fees and costs as may be awarded by the court in such action or proceeding.

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

14.4 Governing Law: Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (without giving effect to any "choice of law" principals that would apply the laws of another jurisdiction), and Cook County, Illinois shall be the sole proper venue for any action arising herefrom or in connection with this Agreement.

14.5 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid or binding unless signed by all Tenants in Common and recorded in the chain of title to the Property.

14.6 Notices: Any and all notice required or permitted to be given hereunder may be served by a party or such party's attorney, shall be in writing and shall be deemed served, if by personal delivery, on the date the same is actually received by the addressee thereof; or, if by mail, on the second (2nd) business day after the date the same is deposited with the United States Postal Service (or its successor) for mailing by Certified Mail, Return Receipt Requested, postage fully prepaid, addressed as hereinafter set forth; or, if by overnight messenger service (i.e. Federal Express, UPS Overnight, etc.) on the date of delivery by such overnight messenger service to the address as hereinafter set forth. Notices by mail and by overnight messenger service shall be addressed as follows or to such other address as the party entitled to receive such notice may, from time to time hereafter, designate in writing by giving written notice pursuant hereto:

If to Zuno Chiprops LLC

701 South Wells Street
Suite 3401
Chicago, IL 60607
Attn: LOMOL Management LLC Manager

With copy to:

Robbins, Salomon & Patt, Ltd.
180 N. LaSalle St., Suite 3300
Chicago, IL 60601
Attn: R. Kymn Harp and Andrew Sachs

If to Financial Place, LLC

701 South Wells Street
Suite 3401
Chicago, IL 60607
Attn: David Kleiman

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And

Menora Financial Corp.
8833 Gross Point Rd.
Skokie, IL 60077
Attn: Shalom Menora

With copy to:

Holland & Knight LLP
131 South Dearborn Street
30th Floor
Chicago, Illinois 60603
Attn: David Allswang and Robyn Axberg

14.7 Successors and Assigns. All provisions of this Agreement shall be binding upon the Property and shall inure to the benefit of and shall be binding upon all Successors and assigns of the Tenants in Common.

14.8 Term. This Agreement shall commence as of the date of recordation and shall terminate at such time as the Tenants in Common or their Successors-in-interest or assigns no longer own the Property as tenants-in-common, or upon recording a release of this Agreement in the chain of title to the Property, signed by all Tenants in Common, and duly acknowledged.

14.9 Waivers. No act of any Tenant in Common shall be construed to be a waiver of any provision of this Agreement unless such waiver is in writing and signed by the Tenant in Common affected, and duly recorded. Any Tenant in Common hereto may specifically waive any breach of this Agreement by any other Tenant in Common, but no such waiver shall constitute a continuing waiver of similar or other breaches.

14.10 Subordination. This Agreement shall be subordinate to the lien of the existing mortgage in favor of Amalgamated Bank of Chicago and to any other mortgage to secure debt encumbering the Property that is executed and delivered by all Tenants in Common.

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

14.12 Securities Laws. THE UNDIVIDED INTERESTS IN THE PROPERTY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, OR BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAS ANY COMMISSION OR AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF ANY OFFERING OR THE ACCURACY OR ADEQUACY OF ANY DISCLOSURE MADE IN CONNECTION THEREWITH. TO THE EXTENT THAT THE UNDIVIDED INTERESTS MAY CONSTITUTE A SECURITY UNDER ANY APPLICABLE LAW, SUCH INTEREST MAY NOT BE RESOLD WITHOUT COMPLIANCE WITH APPLICABLE SECURITIES LAWS, OR AN APPLICABLE EXEMPTION THEREFROM.

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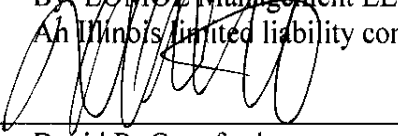
14.13 Time is of the Essence. Time is of the essence with respect to the performance of each and every provision of this Agreement.

14.14 Interpretation of Agreement. Each Tenant in Common executing this Agreement, or, if a Successor, its predecessor in interest, was represented by counsel during negotiation of this Agreement and actively participated in the drafting of the terms and provisions hereof. Accordingly, notwithstanding any rule of construction that might otherwise require construction more strictly against the drafter or proponent of a document, the parties intend that this Agreement shall be construed as a mutually negotiated agreement which each party fully participated in drafting and, as such, this Agreement shall not be construed or interpreted more strictly against one party than another.


14.15 Counterparts. This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one (1) such counterpart executed by each party hereto in providing the existence, validity or content of this Agreement.

IN WITNESS WHEREOF, the Tenants in Common have executed this Tenants in Common Agreement as their respective free, voluntary and duly authorized acts for the purposes set forth herein, effective as of the Effective Date defined in the opening paragraph.

Zuno Chiprops LLC
 An Illinois limited liability company
 As to an undivided 7.5% Interest
 By: LOMOL Management LLC
 An Illinois limited liability company, Its Manager

By: 
 David R. Crawford,
 sole member and manager

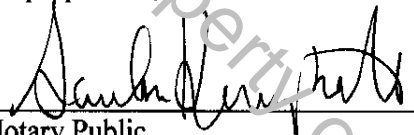
Financial Place, LLC
 An Illinois limited liability company
 As to an undivided 92.5% Interest
 By: D2 Land and Park, LLC,
 An Illinois limited liability company, Its Manager

By: 
 Print Name: DAVID KLEIMAN
 Title: MANAGER

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State of Illinois)
) SS
 County of Cook)

The foregoing Tenants in Common Agreement was acknowledged before me this 7 day of March, 2016 by David R. Crawford, personally known to me, in his capacity as Manager of LOMOL Management LLC, an Illinois limited liability company, the sole Manager of Zuno Chiprops LLC, an Illinois limited liability company, on behalf of **Zuno Chiprops LLC**.

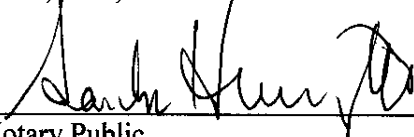


 Notary Public
 My Commission Expires May 27, 2018



State of Illinois)
) SS
 County of Cook)

The foregoing Tenants in Common Agreement was acknowledged before me this 7 day of March, 2016 by David Kleiman and David R. Crawford, each personally known to me, in their respective capacity as Managers of D2 Land and Park LLC, the sole Manager of Financial Place, LLC, an Illinois limited liability company, on behalf of **Financial Place LLC**.



 Notary Public
 My Commission Expires May 27, 2018



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EXHIBIT "A"

Legal Description of Premises

PARCEL 1:

THE SOUTH ½ (EXCEPT THE WEST 4 FEET) OF LOT 26 IN THE SUBDIVISION OF BLOCK 101 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 1/3 AND THE SOUTH 22.3 FEET OF THE NORTH 2/3 OF LOT 14 AND ALL OF LOTS 17, 20, 23 AND THE NORTH ½ OF LOT 26 (EXCEPT THE WEST 4 FEET OF SAID LOTS) IN SUBDIVISION OF BLOCK 101 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOT 29 (EXCEPT THE WEST 4 FEET) IN THE SUBDIVISION OF BLOCK 101 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

LOTS 1 TO 10 INCLUSIVE (EXCEPT THE WEST 4 FEET OF SAID LOTS) IN CUMMINGS AND HAGAN'S SUBDIVISION OF LOTS 2, 5, 8, 11, 14, 17, 20 AND THE NORTH 15 FEET OF LOT 23 IN THE SUBDIVISION OF BLOCK 102 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PINS: 17-16-402-026-0000;
17-16-402-027-0000;
17-16-402-028-0000;
17-16-402-029-0000;
17-16-402-030-0000;
17-16-402-031-0000;
17-16-402-032-0000;
17-16-402-033-0000;
17-16-402-034-0000;
17-16-402-035-0000;

Commonly known as: 608-706 S. Financial Place, Chicago, Illinois

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Tenants in Common and Undivided Percentage Interests

Tenants in Common

Undivided Interest

ZUNO CHIPROPS LLC

An Illinois limited liability company

701 South Wells Street, Suite 3401

Chicago, IL 60607

Attn: David R. Crawford

7.5%

Financial Place, LLC

An Illinois limited liability company

701 South Wells Street, Suite 3401

Chicago, IL 60607

Attn: D2 Land and Park, LLC

92.5%

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LENDER'S CONSENT

As provided in Section 13 of the foregoing Tenant in Common Agreement (the "Agreement") between Zuno Chiprops LLC and Financial Place, LLC, the undersigned Lender hereby consents to the transfer to Zuno Chiprops LLC of an undivided seven and one-half percent (7.5%) interest in the described Property to be held as a tenant in common with Financial Place, LLC in accordance with the terms of the Agreement. Notwithstanding Lender's consent to such transfer of interest, the entire Property (as defined in the Agreement) shall remain subject to the lien of Lender's existing mortgage recorded against the Property.

LENDER:
AMALGAMATED BANK OF CHICAGO

By: Paul Mueller, Jr. - VP
Print Name: PAUL MUELLER, JR.
Title: VICE PRESIDENT

ACKNOWLEDGEMENT

State of Illinois)
) SS
County of Cook)

The foregoing LENDER'S CONSENT to the above Tenants in Common Agreement was acknowledged before me this 8TH day of March, 2016 by PAUL MUELLER, JR., in his capacity as VICE PRESIDENT of Amalgamated Bank of Chicago, as Lender.

Ellen Bachner
Notary Public
My Commission Expires 3/26/19

