

SUBORDINATION OF MANAGEMENT AGREEMENT

This **SUBORDINATION OF MANAGEMENT AGREEMENT** is made and delivered as of the 16th day of April, 1991, by **MARK IV REALTY GROUP, INC.**, an Illinois corporation ("Manager"), to and for the benefit of **GREYHOUND FINANCIAL CORPORATION**, a Delaware corporation ("Lender").

DEPT-01 RECORDING 824.00
14555 TRIN 0697 05/23/91 10:56:00
17017 ; E * 91-245468
COOK COUNTY RECORDER

RECITALS:

A. American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated November 3, 1988 and known as Trust No. 106876-06 (the "Trust") owns fee simple title to certain real estate located at 1824-1854 Besly Court, Chicago, Cook County, Illinois and legally described in Exhibit A attached hereto and made a part hereof, and all improvements now or hereafter situated thereon, including, without limitation, the Billboards and the Buildings (collectively, the "Property"). All capitalized terms used as defined terms but not otherwise defined herein shall have the meaning ascribed to such terms in that certain Loan Agreement (the "Loan Agreement") dated as of December 26, 1990 by and among Lender, the Trust and Exho Associates Limited Partnership, an Illinois limited partnership ("Beneficiary"), being the sole beneficiary of the Trust (the Trust and Beneficiary are hereinafter sometimes referred to individually as a "Borrower" and jointly as the "Borrowers").

B. Lender has made a loan (the "Loan") to the Borrowers in an amount not to exceed \$3,500,000. The Loan is (i) evidenced by a certain Note (the "Note") dated December 26, 1990 made by the Borrowers, jointly and severally, and payable to the order of Lender in the principal amount of \$3,500,000, and (ii) secured by, among other things, a certain Mortgage, Security Agreement and Assignment of Rents and Leases (the "Mortgage") dated as of December 26, 1990 made by the Borrowers, jointly and severally, in favor of Lender granting to Lender a first lien and security

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING AND/OR
REGISTERING, SHOULD BE
RETURNED TO:

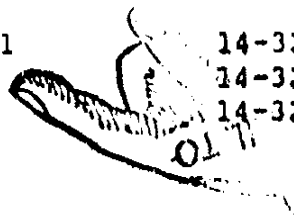
Jerrold M. Peven, Esq.
Greenberger, Krauss & Jacobs
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601

Common Address of Property:

1824-1854 Besly Court
Chicago, Illinois

Permanent Real Estate Tax
Index Nos:

14-32-300-004
14-32-300-005
14-32-300-006



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interest (the "Senior Liens") on the Property and all tangible and intangible personal property of Borrowers, whether now owned or hereafter acquired, all additions and accessions thereto and all proceeds and products thereof, which relate to the ownership, operation or management of the Property. The Mortgage was (1) recorded in the Office of Recorder of Deeds of Cook County, Illinois, on December 28, 1990 as Document 90627301, and (2) filed in the office of the Registrar of Titles of Cook County, Illinois on December 31, 1990 as Document LR 3935643.

C. Beneficiary, as owner, and Manager have entered into a certain Management Agreement dated December 1, 1988 (the "Management Agreement"), a true, complete and correct copy of which is attached hereto as Exhibit B, whereby Manager has agreed to furnish services for the rental, operation and management of the Property in exchange for certain payments to Manager for its services and the payment of certain expenses incurred by Manager in connection with the performance of its services.

D. Pursuant to Illinois Revised Statutes, Chapter 82, par. 1, as amended on September 20, 1985, property managers have lien rights under the Mechanics' Lien Act for expenses incurred for the management of any structure.

E. Lender has required, as a condition precedent to its consenting to the termination of that certain prior Management Agreement (the "Prior Management Agreement") dated December 1, 1988 by and between Beneficiary (as successor by assignment to Manager), as owner, and Vranas and Associates, Ltd., an Illinois corporation, as agent, the subordination of (i) any and all compensation, expenses or other indebtedness owing to the Manager under or pursuant to the Management Agreement (collectively, the "Junior Liabilities") to the prior payment and performance in full of all of Borrowers' Obligations and (ii) any and all existing liens and future rights to liens of Manager which arise from the Junior Liabilities or in respect of the Management Agreement (collectively, the "Junior Liens") to the Senior Liens.

NOW, THEREFORE, as an inducement to the consent by Lender to the termination of the Prior Management Agreement, and in consideration of the mutual covenants made herein and of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Subordination of Junior Liabilities to Borrowers' Obligations and of Junior Liens to Senior Liens.

(a) The payment of all Junior Liabilities hereby expressly is subordinated to the prior payment in full of all of Borrowers' Obligations and the Junior Liens hereby expressly are subordinated to the Senior Liens.

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(b) Manager shall not accept, receive or retain any payment in respect of the Junior Liabilities more than thirty (30) days in advance of the due date of such payment, and, upon written notice from Lender to Manager stating the occurrence of an Event of Default, Manager shall not accept, receive or retain any payment in respect of the Junior Liabilities. In the event Manager receives any such payment, the same shall be received in trust for Lender and immediately turned over by Manager to Lender.

2. Notices. All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person, (ii) sent by telecopy, or (iii) mailed, either by registered or certified mail, postage prepaid, return receipt requested, or by overnight express carrier, addressed in each case as follows:

To Manager: Mark IV Realty Group, Inc.
400 North Franklin Street
Chicago, Illinois 60610
Attention: Mr. John L. Marks
Telecopy No.: (312) 423-1430

To Lender: Greyhound Financial Corporation
Greyhound Tower
Phoenix, Arizona 85077
Attention: Matthew M. Breyne and
Robert Itkin
Telecopy No.: (602) 248-5531

and

Greyhound Financial Corporation
10 South LaSalle Street
Suite 2121
Chicago, Illinois 60603
Attention: Jeffrey S. Kilren
Telecopy No.: (312) 855-1779

Copy to: Greenberger, Krauss & Jacobs, Chtd.
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attention: Maurice Jacobs, Esq.
Telecopy Number: (312) 782-8416

or to any other address or telecopy number, as to any of the above parties, as such party shall designate in a written notice to the other parties. All notices hereunder shall be deemed received (i) if sent by telecopy on a business day before 2:00 p.m. Phoenix time, then on the day sent, or if such day is not a business day or if sent after 2:00 p.m. Phoenix time, then on the

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next business day immediately following the day sent, (ii) if sent by overnight express carrier, then on the next business day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the third business day following the day sent.

3. Representations of Manager. Manager hereby represents and warrants to Lender as follows:

(a) Manager has full power and authority to enter into, execute, deliver and carry out the terms of this Agreement and to incur the obligations provided for herein. No consent or approval of, or other action by any person, which has not already been obtained, is required in connection with the execution, delivery and performance of this Agreement, or is required as a condition to the validity or enforceability hereof.

(b) This Agreement, when executed and delivered by Manager, will constitute the legal and validly binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally.

4. Amendments. The Management Agreement shall not be amended or modified in any manner whatsoever or voluntarily terminated without the prior written consent of Lender. This Agreement may be amended only by a written instrument, signed by all of the parties hereto. No waiver of any term or provision of this Agreement shall be effective unless it is in writing and signed by the party against whom such waiver is sought to be enforced.

5. Successors and Assigns. This Agreement shall be binding upon Manager and its successors, assigns, heirs and legal representatives and shall inure to the benefit of Lender and its successors and assigns.

6. Further Action. Manager agrees to execute and deliver such further documents or instruments and take such further actions as Lender reasonably may request from time to time to carry out the intent of this Agreement.

7. Governing Law; Severability. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such

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provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8. Captions. The captions used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

IN WITNESS WHEREOF, the Agreement has been executed and delivered on the date first set forth above.

MANAGER:

MARK IV REALTY GROUP, INC., an Illinois corporation

By: X

Title:

Attest: X

Title:

Property of Cook County Clerk's Office

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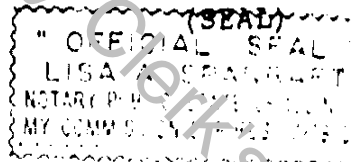
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lisa A. Spangher, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John J. ..., the President of Mark IV Realty Group, Inc., an Illinois corporation (the "Corporation"), and ..., the ... of the Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such John J. ... and ..., respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth; and the said ... then and there acknowledged that he, as custodian of the seal of the Corporation, did affix the seal of the Corporation to said instrument as ... own free and voluntary act and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ... day of April, 1991.

Lisa A. Spangher
Notary Public



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EXHIBIT ALegal Description

LOTS 34 TO 44, BOTH INCLUSIVE, AND LOT 45 (EXCEPT THE SOUTH 25 FEET THEREOF) IN BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING A STRIP ON REAR OF SAID LOTS MARKED "RESERVED FOR ALLEY" UPON PLAT OF SAID SUBDIVISION OF BLOCK 20 RECORDED OCTOBER 22, 1856 IN BOOK 125 OF MAPS, PAGES 37 AND 38 EXCEPT FROM SAID PREMISES ANY PORTION THEREOF USED OR OCCUPIED FOR RAILROAD PURPOSES), IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT B

UNOFFICIAL COPY Management Agreement

For Property located at 1824-1854 BESLY COURT

CHICAGO, ILLINOIS

Beginning DECEMBER 1, 19 88 Ending NOVEMBER 30, 19 91

OWNER EXOHO ASSOCIATES LTD. PARTNERSHIP

AGENT MARK IV REALTY GROUP, INC.

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This Agreement is made this 1st day of December, 19 88

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by and between Exoho Associates Ltd. Partnership (the "Owner")

and Mark IV Realty Group, Inc. (the "Agent")

Section I APPOINTMENT OF MANAGING AGENT

1.1 APPOINTMENT AND ACCEPTANCE

Owner hereby appoints Agent as sole and exclusive Agent of Owner to lease and manage the property described in paragraph 1.2 upon the terms and conditions provided herein. Agent accepts the appointment and agrees to furnish the services of its organization for the leasing and management of the Premises, and Owner agrees to pay all expenses in connection with those services.

1.2 DESCRIPTION OF PREMISES

The property to be managed by Agent under this Agreement (the

"Premises") is known as 1824-54 Besly Court Building

located at 1824-54 Besly Court

consisting of the land, buildings, and other improvements described as

1 - 4 story warehouse and parking lot

in the State of Illinois, City of Chicago

1.3 TERM

The term of this Agreement shall be for an initial period of 3 years

(the "initial term") from the 1st day of December, 19 88

to and including the 30th day of November, 19 91, and thereafter shall be automatically renewed from year to year unless terminated as provided in sections 21 or 27 herein. Each of said one-year renewal periods is referred to as a "term year".

1.4 MANAGEMENT OFFICE

~~Owner shall provide adequate space on the Premises for a management office. Owner shall pay all expenses related to such office, including but not limited to, furnishings, equipment, postage and office supplies, electricity and other utilities, and telephone.~~

1.5 APARTMENT FOR ON-SITE STAFF

~~Owner shall provide a suitable apartment(s) on the Premises for the use of an on-site manager and/or a resident janitor and their families, rent-free, except that such resident staff shall pay for heat and utilities in the same manner as other tenants. The specific apartment(s) shall be the Owner's choice.~~

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The various bank accounts established under this Agreement shall at all times be established in Owner's name but under Agent's control. Agent's designees shall be the only parties authorized to draw upon such accounts. No amounts deposited in any accounts established under this Agreement shall in any event be commingled with any other funds of Agent.

2.1 OPERATING (AND/OR) RESERVE ACCOUNT(S)

Agent shall establish a separate account(s) known as the 1824 Besly Court Bldg. Operating (and/or) Reserve Account(s), separate and apart from Agent's corporate accounts, for the deposit of receipts collected as described herein, in a bank or other institution whose deposits are insured by the federal government. Such depository shall be selected by the Agent. However, Agent shall not be held liable in the event of bankruptcy or failure of a depository. Funds in the Operating (and/or) Reserve Account(s) remain the property of Owner subject to disbursement of expenses by Agent as described in this Agreement.

2.1.1 INITIAL DEPOSIT AND CONTINGENCY RESERVE

~~Immediately upon commencement of this Agreement, Owner shall remit to Agent the sum of \$ _____ to be deposited in the Operating (and/or) Reserve Account(s) as an initial deposit representing the estimated disbursements to be made in the first month following the commencement of this Agreement, plus an additional sum of \$ _____ as a contingency reserve. Owner agrees to maintain the contingency reserve stated above at all times in the Operating (and/or) Reserve Account(s) to enable Agent to pay the obligations of Owner under this Agreement as they become due. Owner and Agent shall review the amount of the contingency reserve from time to time and shall agree in writing on a new contingency reserve amount when such is required.~~

2.2 SECURITY DEPOSIT ACCOUNT

Agent shall, if required by law, maintain a separate interest-bearing account for tenant security deposits and advance rentals. Such account shall be maintained in accordance with applicable state or local laws, if any.

2.3 FIDELITY BOND

~~Agent shall cause all personnel who handle or are responsible for the safekeeping of any monies of Owner to be covered by a fidelity bond in the amount of \$ _____ with a company determined by Agent. Such bond shall be secured at Owner's expense. If a fidelity bond cannot be obtained, an arrest and conviction bond shall be obtained at Owner's expense. Owner shall save Agent harmless from any loss or damages caused by such personnel if no bond can be obtained.~~

Section 3 COLLECTION OF RENTS AND OTHER RECEIPTS

3.1 AGENT'S AUTHORITY

Agent shall collect (and give receipts for, if necessary) all rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the Premises. Such receipts (except tenants' security deposits and advance rentals, which shall be handled as specified in paragraphs 2.2 and 3.3 hereof, and special charges, which shall be handled as specified in paragraph 3.2 hereof) shall be deposited in the Operating (and/or) Reserve Account(s) maintained by Agent for the Premises.

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1811 Management System 11 - 4

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Exoho Associates Ltd. Partnership 100%

Name	Percentage	Address
------	------------	---------

To the extent that funds are available, and after maintaining the cash contingency reserve amount as specified in paragraph 2.11, Agent shall transmit cash balances to Owner periodically as follows: monthly. Such periodic cash balances shall be remitted to the following person(s), in the percentages specified, and at the address(es) shown:

4.3 NET PROCEEDS

Owner shall give Agent advance written notice of at least 15 days if Owner desires Agent to make any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, or special assessments, or fire steam boiler, or other insurance premiums) out of the proceeds from the Premises. If Owner notifies Agent to make such payments after the beginning of the term of this Agreement, Agent shall have the authority to name a new contingency reserve amount pursuant to paragraph 2.11 of this Agreement, and Owner shall maintain this new contingency reserve amount at all times in the Operating (and/or) Reserve Account(s).

4.2 DEBT SERVICE

From the Operating (and/or) Reserve Account(s), Agent is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Premises and for all other sums due Agent under this Agreement, including Agent's compensation under section 17.

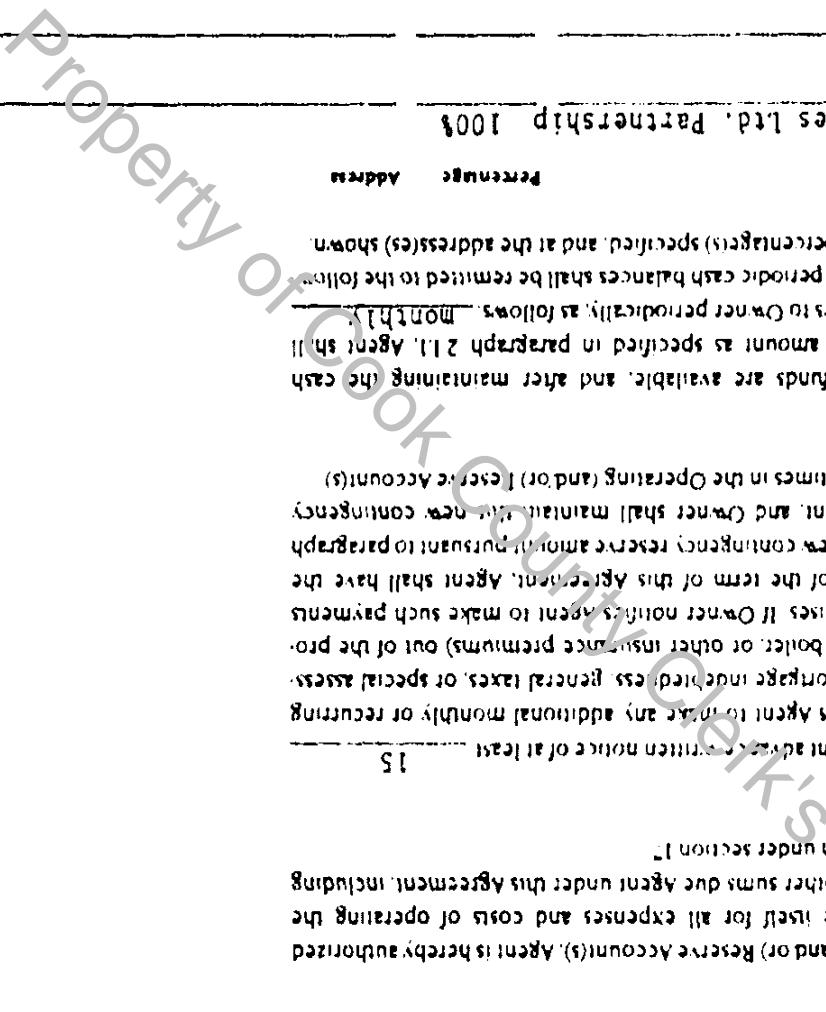
4.1 OPERATING EXPENSES

Section 4 DISBURSEMENTS FROM OPERATING (AND/OR) RESERVE ACCOUNT(S)

3.3 SECURITY DEPOSITS

If permitted by applicable law, Agent may collect from tenants and/or all other parties the following administrative charge for late payment of rent, a charge for returned or non-replicable checks, a credit report fee, an administrative charge and/or broker's commission for subsidizing Agent need not account for) owner for such charges and/or commission.

Agent shall collect, deposit and disburse tenants security deposits in accordance with the terms of each tenant's lease. Agent shall pay tenants interest upon such security deposits only if required by law to do so, other wise, any interest earned on tenant security deposits is to be retained by Agent as compensation for administering these funds. Agent shall comply with all applicable state or local laws concerning the responsibility for security deposits and interest (if any).



In the event that the balance in the Operating (and/or) Reserve Account(s) at any time insufficient to pay disbursements due and payable under paragraphs 4.1 and 4.2 above, Owner shall, immediately upon notice, remit to Agent sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Agent be required to use its own funds to pay such disbursements. Nor shall Agent be required to advance any monies to Owner, to the Security Deposit Account, or to the Operating (and/or) Reserve Account(s).

If Agent elects to advance any money in connection with the Premises to pay any expenses for Owner, such advance shall be considered a loan subject to repayment with interest, and Owner hereby agrees to reimburse Agent, including interest as provided in paragraph 17.7, and hereby authorizes Agent to deduct such amounts from any monies due Owner.

Section 6 FINANCIAL AND OTHER REPORTS

By the 15th day of each month, Agent shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Premises during the previous month. In addition, Agent shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties.

6.1 OWNER'S RIGHT TO AUDIT

Owner shall have the right to request periodic audits of all applicable accounts managed by Agent, and the cost of such audit(s) shall be paid by Owner.

Section 7 ADVERTISING

Agent is authorized to advertise the Premises or portions thereof for rent, using periodicals, signs, plans, brochures, or displays, or such other means as Agent may deem proper and advisable. Agent is authorized to place signs on the Premises advertising the Premises for rent, provided such signs comply with applicable laws. The cost of such advertising shall be paid out of the Operating (and/or) Reserve Account(s). All advertising shall make clear that Agent is the manager and NOT the Owner of the Premises. Newspaper ads that share space with other properties managed by the Agent shall be prorated based on

fair allocation of all costs.

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8.1 AGENT'S AUTHORITY TO LEASE PREMISES

Agent shall use all reasonable efforts to keep the Premises rented by procuring tenants for the Premises. Agent is authorized to negotiate, prepare and execute all leases, including all renewals and extensions of leases (and expansions of space in the Premises, if applicable) and to cancel and modify existing leases. Agent shall execute all leases as agent for the Owner. All costs of leasing shall be paid out of the Operating (and/or) Reserve Account(s). No lease shall be in excess of ten year(s) without written approval by Owner. The form of the lease shall be agreed upon by Owner and Agent.

8.2 NO OTHER RENTAL AGENT

During the term of this Agreement, Owner shall not authorize any other person, firm, or corporation to negotiate or act as leasing or rental agent with respect to any leases for space in the Premises. Owner agrees to promptly forward all inquiries about leases to Agent.

8.3 RENTAL RATES

Agent is authorized to establish and change or revise all rents, fees, or deposits, and any other charges chargeable with respect to the Premises.

8.4 ENFORCEMENT OF LEASES

Agent is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Premises, or for the evicting or dispossessing of tenants or other persons from the Premises. Agent is authorized to sign and serve such notices as Agent deems necessary for lease enforcement, including the collection of rent or other income. Agent is authorized, when expedient, to settle, compromise, and release such legal actions or suits or reinstate such tenancies. Any monies for such settlements paid out by Agent shall not exceed \$ 1,000.00 without prior approval by Owner. Attorneys' fees, filing fees, court costs, and other necessary expenses incurred in connection with such actions and not recovered from tenants shall be paid out of the Operating (and/or) Reserve Account(s) or reimbursed directly to Agent by Owner. Agent may select the attorney of its choice to handle such litigation.

Section 9 EMPLOYEES**9.1 AGENT'S AUTHORITY TO HIRE**

Agent is authorized to hire, supervise, discharge, and pay all servants, employees, contractors, or other personnel necessary to be employed in the management, maintenance, and operation of the Premises. All employees shall be deemed employees of the Owner/Agent, and Agent shall not be liable to Owner or others for any act or omission on the part of such employees.

9.2 OWNER PAYS EMPLOYEE EXPENSES

All wages and fringe benefits payable to such employees hired per paragraph 9.1 above, and all local, state, and federal taxes and assessments (including but not limited to Social Security taxes, unemployment insurance, and workers' compensation insurance) incident to the employment of such personnel shall be paid by Agent out of the Operating (and/or) Reserve Account(s) and shall be treated as operating expenses. Agent shall not be liable to such employees for their wages or compensation.

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The expense to be incurred for any one item of maintenance, alteration, refurbishing, or repair shall not exceed the sum of \$5,000.00, unless such expense is specifically authorized by Owner, or is incurred under such circumstances as Agent shall reasonably deem to be an emergency. In an emergency where repairs are immediately necessary for the preservation and safety of the Premises, or to avoid the suspension of any essential service to the Premises, or to avoid danger to life or property, or to comply with federal, state, or local law, such emergency repairs shall be made by Agent at Owner's expense without prior approval.

10.1 APPROVAL FOR EXCEPTIONAL MAINTENANCE EXPENSE

Agent is authorized to make or cause to be made through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Premises in its present condition and for the operating efficiency of the Premises, and all alterations required to comply with lease requirements, governmental regulations, or insurance requirements. Agent is also authorized to decorate the Premises and to purchase or rent, on Owner's behalf, all equipment, tools, appliances, materials, supplies, uniforms, and other items necessary for the management, maintenance, or operation of the Premises. Such maintenance and decorating expenses shall be paid out of the Operating (and/or) Reserve Account(s). This section applies except where decorating and/or maintenance are at tenants expense as stipulated in a lease.

Section 10 MAINTENANCE AND REPAIR

Agent shall be responsible for compliance with all applicable state or federal labor laws. Owner shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from Owner's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. Owner's obligation with respect to such violations shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expenses, and attorneys' fees.

9.5 HOLD HARMLESS, LABOR LAWS

Agent shall, at Owner's expense, maintain workers' compensation insurance covering all liability of the employer under established workers' compensation laws.

9.4 WORKERS' COMPENSATION INSURANCE

Agent shall do and perform all acts required of an employer with respect to the Premises and shall execute and file all tax and other returns required under the applicable federal, state, and local laws, regulations, and ordinances governing employment, and all other statements and reports pertaining to labor employed in connection with the Premises and under any similar federal or state law now or hereafter in force in connection with such filings. Owner shall upon request promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment and the like. Owner shall be responsible for all amounts required to be paid under the foregoing laws, and Agent shall pay the same from the Operating (and/or) Reserve Account(s).

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Agent is authorized to negotiate contracts for nonrecurring items of expense not to exceed \$ 5,000.00 unless approved by Owner and to enter into agreements in Owner's name for all necessary repairs, maintenance, minor alterations, and utility services. Agent shall in Owner's name and at Owner's expense make contracts on Owner's behalf for electricity, gas, telephone, fuel, or water, and such other services as Agent shall deem necessary or prudent for the operation of the Premises. All utility deposits shall be the Owner's responsibility, except that Agent may pay same from the Operating (and/or) Reserve Account(s) at Owner's request.

Section 12 RELATIONSHIP OF AGENT TO OWNER

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of Owner, in Owner's name, and for Owner's account. In taking any action under this Agreement, Agent shall be acting only as Agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement, except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Premises. Not shall Agent at any time during the period of this Agreement be considered a direct employee of Owner. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 13 SAVE HARMLESS

Owner shall indemnify, defend, and save Agent harmless from all loss, damage, cost, expense (including attorneys' fees), liability, or claims for personal injury or property damage incurred or occurring in, on, or about the Premises.

Section 14 LIABILITY INSURANCE

Owner shall obtain and keep in force adequate insurance against physical damage (e.g., fire with extended coverage endorsement, boiler and machinery, etc.) and against liability for loss, damage, or injury to property or persons which might arise out of the occupancy, management, operation, or maintenance of the Premises. The amounts and types of insurance shall be acceptable to both Owner and Agent, and any deductible required under such insurance policies shall be Owner's expense. Agent shall be covered as an additional insured on all liability insurance maintained with respect to the Premises. Liability insurance shall be adequate to protect the interests of both Owner and Agent and in form, substance, and amounts reasonably satisfactory to Agent. Owner agrees to furnish Agent with certificates evidencing such insurance or with duplicate copies of such policies within ten days of the execution of this Agreement. If Owner fails to do so, Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the Operating (and/or) Reserve Account(s). Said policies

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shall provide that notice of default or cancellation shall be sent to Agent as well as Owner and shall require a minimum of THIRTY days written notice to Agent before any cancellation of or changes to said policies

Section 15 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of Owner or any previous owners of the Premises or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due Owner or in the performance of any obligations owed by any tenant to Owner pursuant to any lease or otherwise. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of Owner in writing, and Owner shall promptly cure them.

Section 16 OWNER RESPONSIBLE FOR ALL EXPENSES OF LITIGATION

Owner shall pay all expenses incurred by Agent, including, but not limited to, reasonable attorneys' fees and Agent's costs and time, and any liability, fines, penalties or the like, in connection with any claim, proceeding, or suit involving an alleged violation by Agent or Owner, or both, of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control, taxes, or fair housing, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, or mental or physical handicap, provided, however, that Owner shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent Owner in any such proceeding or suit.

16.1 FEES FOR LEGAL ADVICE

Owner shall pay reasonable expenses incurred by Agent in obtaining legal advice regarding compliance with any law affecting the Premises or activities related to them. If such expenditure also benefits others for whom Agent in this Agreement acts in a similar capacity, Owner agrees to pay an apportioned amount of such expense.

Section 17 AGENT'S COMPENSATION AND EXPENSES

As compensation for the services provided by Agent under this Agreement (and exclusive of reimbursement of expenses to which Agent is entitled hereunder), Owner shall pay Agent as follows:

17.1 FOR MANAGEMENT SERVICES

The greater of (i) \$ 500.00 per month or (ii) 4.0 % of the total monthly gross receipts from the Premises, payable by the fifth day of the following month for the duration of this Agreement. Payments due Agent for periods of less than a calendar month shall be prorated over the number of days for which compensation is due. The percentage amount set forth in (ii) above shall be based upon the total gross receipts from the Premises during the preceding month.

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The term "gross receipts" shall be deemed to include rents and other income and charges from the normal operation of the Premises, including, but not limited to rents, parking fees, laundry income, forfeited security deposits, pet deposits, other fees and deposits, and other miscellaneous income. Gross receipts shall NOT be deemed to include the special charges listed in paragraph 3.2, or excess interest on security deposits (from paragraph 3.3) or income arising out of the sale of real property or the settlement of fire or other casualty losses and items of a similar nature.

17.2 FOR APARTMENT LEASING

17.3 FOR COMMERCIAL LEASING

Seven percent (7%) of the first year's gross rental plus two percent (2%) of the gross rental for the balance of the term. In the event there is a co-operating broker, the co-operating broker shall receive 100% of the above amount and the agent shall receive 50% of the above amount. Fee shall be paid 50% upon lease execution and 50% upon delivery of possession.

17.4 FOR MODERNIZATION (REHABILITATION/CONSTRUCTION)

Agent shall negotiate and review all work to be completed by a general contractor no additional fee.

17.5 FOR FIRE RESTORATION

Agent is authorized to hire a public adjuster and general contractor in Owner's name and at Owner's expense at no additional fee.

17.6 FOR OTHER ITEMS OF MUTUAL AGREEMENT

17.7 INTEREST ON UNPAID SUMS

Any sums due Agent under any provision of this Agreement, and not paid within ten days after such sums have become due, shall bear interest at the rate of 18% per annum.

Provision Cook County Clerk's Office

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Owner represents and warrants That Owner has full power and authority to enter this Agreement that there are no written or oral agreements affecting the Premises other than tenant leases, copies of which have been furnished to Agent that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Premises for the purposes intended under this Agreement, that to the best of Owner's knowledge, the property is zoned for the intended use, that all leasing and other permits for the operation of the Premises have been secured and are current, that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances), that the building does not contain any asbestos, urea, formaldehyde, radon, or other toxic or hazardous substance; and that no unsafe condition exists.

Section 19 STRUCTURAL CHANGES

Owner expressly withholds from Agent any power or authority to make any structural changes in any building, or to make any other major alterations or additions in or to any such building or to any equipment in any such building, or to incur any expense chargeable to Owner other than expenses related to exercising the express powers vested in Agent through this Agreement, without the prior written consent of the following person:

John L. Marks e/o Mark IV Realty Group, Inc.
Name Address

However, such emergency repairs as may be required because of danger to life or property, or which are immediately necessary for the preservation and safety of the Premises or the safety of the tenants and occupants thereof, or required to avoid the suspension of any necessary service to the Premises, or to comply with any applicable federal, state, or local laws, regulations, or ordinances, shall be authorized pursuant to paragraph 101 of this Agreement, and Agent shall notify Owner appropriately.

Section 20 BUILDING COMPLIANCE

Agent does not assume and is given no responsibility for compliance of the Premises or any building thereon or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify Owner promptly or forward to Owner promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. Owner represents that to the best of Owner's knowledge the Premises and all such equipment comply with all such requirements, and Owner authorizes Agent to disclose the ownership of the Premises to any such officials and agrees to indemnify and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, or regulations.

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21.1 TERMINATION BY EITHER PARTY

This Agreement may be terminated by either Owner or Agent, with or without cause, at the end of the initial term or of any following term year upon the giving of **THIRTY** days written notice prior to the end of said initial term or following term year.

21.2 TERMINATION FOR CAUSE

Notwithstanding the foregoing, this Agreement shall terminate in any event, and all obligations of the parties hereunder shall cease (except as to liabilities or obligations which have accrued or arisen prior to such termination, or which accrue pursuant to paragraph 21.3 as a result of such termination, and obligations to insure and indemnify), upon the occurrence of any of the following events:

(a) **BREACH OF AGREEMENT** — Thirty (30) days after the receipt of notice by either party to the other specifying in detail a material breach of this Agreement, (such breach has not been cured within said thirty (30) day period, or if such breach is of a nature that it cannot be cured within said thirty (30) day period but can be cured within a reasonable time thereafter, if efforts to cure such breach have not commenced or/and such efforts are not proceeding and being continued diligently both during and after such thirty (30) day period prior to the breach being cured. **HOWEVER**, the breach of any obligation of either party hereunder to pay any monies to the other party under the terms of this Agreement shall be deemed to be curable within thirty (30) days.

(b) **FAILURE TO ACT, ETC.** — In the event that any insurance required of Owner is not maintained without any lapse, or it is alleged or charged that the Premises, or any portion thereof, or any act or failure to act by Owner, its agent and employees with respect to the Premises, fails to comply with any law or regulation, or any order or ruling of any public authority, and Agent, in its sole discretion, considers that the action or position of Owner or its representatives with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license, Agent shall have the right to terminate this Agreement at any time by written notice to Owner of its election to do so, which termination shall be effective upon the service of such notice. Such termination shall not release the indemnities of Owner set forth herein.

(c) **EXCESSIVE DAMAGE** — Upon the destruction of or substantial damage to the Premises by any cause, or the taking of all or a substantial portion of the Premises by eminent domain, in either case making it impossible or impracticable to continue operation of the Premises.

(d) **INADEQUATE INSURANCE** — If Agent deems that the liability insurance obtained by Owner per section 14 is not reasonably satisfactory to protect its interest under this Agreement, and if Owner and Agent cannot agree as to adequate insurance, Agent shall have the right to cancel this Agreement upon the service of notice to Owner.

21.3 TERMINATION COMPENSATION

If (i) Owner terminates this Agreement before the end of the initial term or any subsequent term year as provided in paragraph 21.1 above for any reason other than for a breach by Agent under paragraph 21.2(a) above, or if (ii) Agent terminates this Agreement for a breach by Owner under paragraph 21.2(a) above or pursuant to the provisions of paragraphs 21.2(b) or 21.2(d) above, then in any such event, Owner shall be obligated to pay Agent as liquidated damages an amount equal to the management fee earned by Agent as determined under paragraph 17.1 above, for the calendar month immediately preceding the month in which the notice of termination is

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given to Agent or to Owner (multiplied by the number of months and/or portions thereof remaining from the termination date until the end of the initial term or term year in which the termination occurred. Such damages, plus any amounts accruing to Agent prior to such termination, shall be due and payable upon termination of this Agreement. To the extent that funds are available such sums shall be payable from the Operating (and/or) Reserve Account(s). Any amount due in excess of the funds available from the Operating (and/or) Reserve Account(s) shall be paid by Owner to Agent upon demand.

21.4 OWNER RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills. In addition, Owner shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on Owner's behalf under this Agreement.

Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to Owner, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or of tenant security deposits or both, which were held by Agent with respect to the Premises, as well as a final accounting reflecting the balance of income and expenses with respect to the Premises as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Premises.

21.5 SALE OF PREMISES

In the event that the Premises are sold by Owner during the period of this Agreement, Agent shall have exclusive rights of representation in the sale as stated in a specific sales agreement to be negotiated separately. Upon transfer of ownership, this Agreement shall terminate by mutual consent of Owner and Agent under the terms and conditions set forth below.

Section 22 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse, or indemnify Agent (including, but not limited to, paragraphs 2.1, 2.3, 5, 8.4, 9.2, 9.5, 13, 14, 15, 16, 17.7, 20, 21.3, and 21.4) shall survive any termination, and if Agent is or becomes involved in any proceeding or litigation by reason of having been Owner's Agent, such provisions shall apply as if this Agreement were still in effect.

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Section 23 HEADINGS

All headings and subheadings employed within this Agreement and in the accompanying List of Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 25 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Agent with respect to the management and operation of the Premises and supersedes and replaces any and all previous management agreements entered into or and negotiated between Owner and Agent relating to the Premises covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 26 RIGHTS CUMULATIVE, NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

Section 27 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to Owner.

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Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be in writing and shall be addressed as follows, or at such other address as Owner and Agent individually may specify hereafter in writing

Agent Mark IV Realty Group, Inc.
400 N. Franklin
Chicago, Illinois 60610

Owner Exoho Associates Ltd. Partnership
c/o John L. Marks
400 N. Franklin
Chicago, Illinois 60610

Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such notices, demands, consents, and reports may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein

Section 29 AGREEMENT BINDING UPON SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties hereto and their respective personal representatives, heirs, administrators, executors, successors and assigns

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this _____ day of _____

_____ 19____

Witnesses

John L. Marks

(Owner Name)

(Company)

(Address)

(City/State/Zip)

Agent

Firm

By

Submitted by

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