

COMMERCIAL REAL ESTATE BROKER LIEN

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STATE OF ILLINOIS)
COUNTY OF) S.S.

The claimant, Ronn Group, Inc., a Real Estate Broker,
License # 678-00427, hereinafter "claimant" of Chicago, County of Cook
State of Illinois, hereby files a claim for lien against (see Attached Exhibit "A" to Lien)
hereinafter referred to as "owner"), of _____ County, Illinois, and states:

That on 4/10/91 and up to present, the owner owned the following described land in the
County of Cook, State of Illinois, legally described as follows: Lot 12, 13, 14, 15, 16, 17
and 18 in Maple and Morrill a subdivision of the East 1/2 block of Block 27 in School
Section 16, Township 39 North, Range 14 East of the Third Principal Meridian in Cook
County, Illinois.
Permanent Real Estate Index Number(s): 17-16-111-023, 024-025

Address(es) of premises: 600 West Jackson Boulevard, Chicago, Illinois
(see Attached Exhibit "B")

- I. A. The claimant made a written contract with said owner or his agent for the purposes of selling, leasing, or otherwise conveying his interest in the commercial real estate and said agreement was signed by the owner or his agent.
- B. Claimant or his agents have provided licensed services that result in the procuring of a person or entity, ready willing and able to purchase, lease, or otherwise accept a conveyance of the Commercial Real Estate or any interest in the commercial real estate upon terms provided for in a written agreement signed by the owner or his agent.
- C. _____

- II. A. The Claimant or his agents procured a person or entity ready, willing and able to purchase, lease or otherwise accept a conveyance of the property upon the terms set forth in the written agreement with the owner or otherwise acceptable to the owner or his agent.
- B. The Claimant being otherwise entitled to a fee or commission under a written agreement signed by the owner or his agent.

Please delete the paragraphs that do not apply in I and II above.

III. The recording of the lien is within 90 days from the date the tenant took possession
of the premises and improvements.

That said owner is entitled to credits on account thereof as follows: _____

_____ leaving due, unpaid and owing to the Claimant, after all credits, the balance
of Eighteen Thousand Nine Hundred and Dollars (\$18,933.42), plus interest, the Claimant claims
as a lien on said land and improvements.

By: [Signature]
Vice Executive Vice President

State of Illinois)
County of) S.S.

The affiant, Frederick B. Rollison, being first duly sworn,
on oath deposes and says that he is a licensed real estate broker, that he has read the foregoing claim for lien and knows
the contents thereof and that all the statements therein contained are true and correct to the best of his knowledge and
further states he has mailed a copy of this notice by certified mail to the owner.

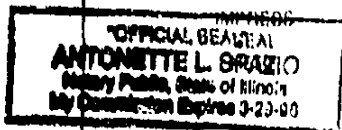
State of Illinois, County of Cook, ss: I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
Frederick B. Rollison

personally known to me to be the same person whose name in subscribed
to the foregoing instrument, appeared before me this day in person, and acknowledged
that he signed, sealed and delivered the said instrument as a
free and voluntary act, for the uses and purposes therein set forth, including the release
and waiver of the right of homestead.

Given under my hand and official seal, this 2nd day of September, 1991

Commission expires 3-29-94 [Signature]
(NOTARY PUBLIC)

This instrument was prepared by _____
(NAME AND ADDRESS)



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Property of Cook County Clerk's Office

07-01 RECORDING 10-14-10
\$29.50
1881 201 09/29/94 13:02:00
1881 201 09/29/94 13:02:00
COOK COUNTY RECORDER



Thomas Kanyock
ROSS - HARRINGTON
154 West Hubbard Street
Suite 300
Chicago, Illinois 60610

1881 201 09/29/94 13:02:00

COOK COUNTY CLERK
JAN 10 2011

UNOFFICIAL COPY

EXHIBIT "A" TO LIEN

Harris Trust and Savings Bank as Trustee under Trust Agreement Dated July 7, 1980, and known as Trust Number 40490 and 600 West Jackson Investors, Ltd., an Illinois Limited Partnership (Beneficiary).

Property of Cook County Clerk's Office

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EXCLUSIVE LEASING AGREEMENT BETWEEN

THE ROSS GROUP, INC.

AND

American Landmark Properties, Ltd.

THIS AGREEMENT, made and entered into this 10th day of April, 1992, by and between American Landmark Properties, Ltd., agent for the owner (hereinafter referred to as "Owner"), and The Ross Group, Inc. (hereinafter referred to as "Agent")

WITNESSETH:

WHEREAS the aforementioned parties desire to enter into an agreement whereby Owner shall designate "Agent" as "Exclusive Leasing Agent" for the office space to be leased on that certain parcel of real property as follows: 600 West Jackson Blvd., Chicago, Illinois

NOW, THEREFORE the parties hereto agree as follows:

1. Owner hereby employs Agent to lease and grants Agent sole and exclusive right to lease space at 600 West Jackson upon the terms and conditions hereinafter set forth for a period commencing as of the date hereof and ending April 9th, 1992, during which time this agreement shall be irrevocable. Hereafter, this Agreement shall continue until either party terminates the same by written notice to the other party not less than thirty (30) days prior to the date intended for termination. During the term of this Agreement through the date of termination Owner agrees to refer all inquiries and solicitations promptly to Agent.
2. This Agreement shall apply to all retail portions of the building, except such exclusions as may be agreed upon in writing by Owner and Agent prior to execution of this Agreement; and except that no fees or commissions shall be due to Agent in respect to any leases for space in the building which are executed with the tenant prospects listed in Exhibit A attached hereto and made a part hereof.
3. Agent agrees to use its best efforts to obtain tenants and to otherwise provide such services as hereinafter specified:
 - (a) Agent shall be available at reasonable times during the term of this Agreement for consultation with Owner, on matters pertaining to the leasing program including but not limited to: schematic plan analyses, tenant finish details, the evaluation and establishment of rent schedules, and establishing procedures for maintaining liaison between Owner and each tenant to insure an orderly completion of tenant's premises and its expeditious occupancy. It is expressly understood that Agent shall have no duties with regard to completion of tenant improvements.
 - (b) Agent shall conduct its leasing program in accordance with policies and procedures established from time to time in conjunction with Owner and shall endeavor to procure tenants by all reasonable means available, including street solicitation, and the processing of inquiries received from any and all sources. Owner reserves the right to exercise sole discretion in accepting or rejecting any proposed tenant.
 - (c) Agent shall coordinate (if requested by Owner) the preparation and approval of publicity releases and related advertising pertinent to the subject building, all costs thereof to be at Owner's expense.
 - (d) Agent shall coordinate (if requested by Owner), with the Owner and its advertising agency, a leasing brochure describing the proposed building and the space available for lease therein and shall consult with the Owner, Owner's architect and Owner's public relations staff in such preparation. All costs thereof to be at Owner's expense.
 - (e) Agent shall coordinate the design and placement of on-site leasing signs at such locations as shall be mutually agreed upon by Agent and Owner. All costs thereof to be at Owner's expense.
 - (f) Agent shall periodically meet with the Owner and/or Owner's appointed representative at such times as shall be mutually established by Owner and Agent for the purpose of keeping members of the project team informed on the current status of prospective tenants and the completion of premises for tenants with whom leases have been executed.
 - (g) Agent shall provide Owner with written reports in such format as Owner shall reasonably desire detailing the status of the leasing program and current negotiations.
4. Owner agrees that it shall:
 - (a) Promptly furnish Agent with such leasing materials, scale floor plans and holding specifications as Agent may reasonably require in its conduct of the leasing program.
 - (b) Provide Agent with reasonable tenant space planning service for each prospective tenant.
 - (c) Oversee the construction and the prompt completion of leased premises.
 - (d) Establish procedures for and coordinate the taking of occupancy by tenants.
5. Owner agrees to pay Agent a leasing commission due upon the execution of any lease agreement entered into by Owner and any tenant during the term of this agreement, calculated and paid as follows:
 - (a) An amount equal to either seven percent (7%) of one year's average annual rental, plus two percent (2%) of the rental for the remainder of the lease term, or if the lease is based on a net rental amount eight percent (8%) of one year's average annual rental, plus three percent (3%) of the rental for the remainder of the lease term; one hundred percent (100%) of commission earned is due and payable upon execution of the lease by the tenant. Any delay in payment from the above terms will result in the outstanding balance being subject to a finance charge. The interest rate to be used for this charge will be one and one-half percent (1½%) per month on all balances not paid within the time enumerated above.
 - (b) If the lease contains provisions to lease additional space in the building and tenant utilizes such provisions, an additional amount equal to either seven percent (7%) of one year's average annual rental, plus two percent (2%) of the remaining term rental for such additional space, or if the lease is based on a net rental amount eight percent (8%) of one year's average annual rental, plus three percent (3%) of the remaining term rental for such additional space. Said amount to be paid to The Ross Group, Inc. upon tenant's committing for the expansion space. Any delay in payment from the above terms will result in the outstanding balance being subject to a finance charge. The interest rate to be used for this charge will be one and one-half percent (1½%) per month on all balances not paid within the time enumerated above.

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(1) The following Marketing Proposal dated April 10, 1991, shall be deemed a part of this agreement.

Name:

City:

State:

Zip:

Chicago, Illinois 60610

Street Address:

101 West Grand Avenue
Suite 500

Title:

Executive Vice President

Name:

By:

THE ROSS GROUP, INC.

11 Parties: Any written notices or other communications required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, three (3) days after having been deposited in the United States mail, postage prepaid, registered, certified mail, return receipt requested, addressed to the parties at the addresses set forth in this Agreement, or at such other addresses as may be submitted by written notice.

12 Severability: Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective or valid under applicable law and, if any provision of this Agreement shall be prohibited or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13 Successors: This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

14 In the event that Owner or Agent institutes any proceeding, either at law or equity, to enforce or interpret any provision of this Agreement or for damages by reason of the other party's breach of any of the provisions of this Agreement, the prevailing party shall be paid all of its costs, charges and expenses, including without limitation, court costs and reasonable attorney's fees, incurred in enforcing the party's obligations under this Agreement.

15 Agent hereby agrees to indemnify, defend and hold Owner harmless from and against all costs and expenses (including reasonable attorney's fees) arising out of Agent's willful misconduct or gross negligence.

16 Agent shall not be liable to Owner for any honest error or mistake of fact or law made by any of its employees, representatives or agents for anything which it may do or refrain from doing in performance of its duties and obligations hereunder (except in cases of gross negligence).

17 All acts performed by Agent pursuant to this Agreement, and all obligations or expenses (including reasonable attorney's fees) incurred by Agent, shall be for Owner's account and at Owner's sole cost and expense. Owner hereby agrees to indemnify, defend and hold Agent harmless from and against all costs and expenses (including reasonable attorney's fees) arising out of any third party claim, or alleged claim, against it.

18 Indemnification: Except as provided in paragraph 15, the right to seek damages for breach of contract upon not less than ten (10) days' notice, and that the party shall have the right by notice to the defaulting party to terminate this Agreement.

19 If either party fails to perform any other duty or obligation hereunder and such failure continues for a period of thirty (30) days after delivery of written notice thereof by the other party (provided that if the default is of a nature that cannot be cured within thirty (30) days, said period shall be extended for such period as is required to cure the default of the party named), then the other party shall have the right by notice to terminate this Agreement.

20 If either party fails to perform any duty or obligation hereunder involving the payment of money and such failure continues for a period of ten (10) days after delivery of written notice thereof by the other party, or:

21 Default: In the event of a default by either party, the party in default shall be liable to the other party for the amount of any damages and costs incurred by the non-defaulting party, and whose name appears on any list of such persons or entity which Agent shall have submitted to Owner within fifteen (15) working days immediately following such expiration.

22 Owner hereby agrees to pay Agent a closing commission, as set forth above, in the event any sale is effected after the expiration of this Agreement of any premises located in any portion of any town or village or city with whom negotiations have commenced or to whom such building has been submitted prior to such expiration.

23 Agent shall cooperate with all licensed real estate brokers and salespersons who request prospective tenants. In the event a lease is entered into with a tenant represented by a cooperating broker, Owner shall pay to Agent one-half of the normal commission specified above, and shall pay a closing commission in paragraph 21.

24 Agent shall cooperate with all licensed real estate brokers and salespersons who request prospective tenants. In the event a lease is entered into with a tenant represented by a cooperating broker, Owner shall pay to Agent one-half of the normal commission specified above, and shall pay a closing commission in paragraph 21.

25 In the event of a default by either party, the party in default shall be liable to the other party for the amount of any damages and costs incurred by the non-defaulting party, and whose name appears on any list of such persons or entity which Agent shall have submitted to Owner within fifteen (15) working days immediately following such expiration.

26 In the event of a default by either party, the party in default shall be liable to the other party for the amount of any damages and costs incurred by the non-defaulting party, and whose name appears on any list of such persons or entity which Agent shall have submitted to Owner within fifteen (15) working days immediately following such expiration.

9424221

Handwritten initials

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RIDER

This Rider is attached to and made a part of that Exclusive Leasing Agreement between The Ross Group, Inc., Agent, and American Landmark Properties, Ltd., Owner dated April 10, 1991.

Owner and Agent agree to the following:

14. Paragraph 1 to the contrary notwithstanding, Owner may terminate this Agreement upon thirty (30) days prior written notice to Agent.

15. The Exhibit A exclusions referred to in Paragraph 2 shall be the following:

- A. Consolidated Freight, Inc.
- B. St Valour
- C. Any and all of the existing tenants in the 600 West Jackson Boulevard Building.


16. Attached hereto is the Standard Commission Policy for the 600 West Jackson Boulevard Building. If Paragraph 5 and the attached are in conflict regarding the calculation of commission amounts, then the attached shall be the ruling document.

OWNER

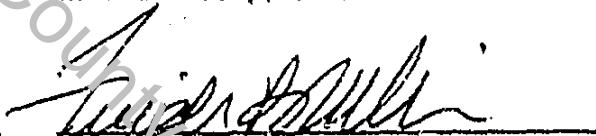
American Landmark Properties, Ltd.

AGENT

The Ross Group, Inc.

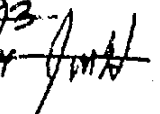
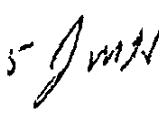


 EXECUTIVE VICE PRESIDENT



 EXECUTIVE VICE PRESIDENT

This Exclusive Leasing Agreement shall be extended from April 10, 1992 to ~~10/31/92~~, effective 5/23/92, 1992.

~~6/30/94~~  6/30/95 

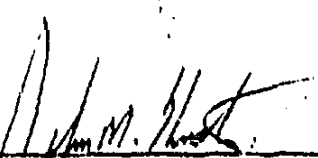
OWNER

AMERICAN LANDMARK PROPERTIES, LTD.


AGENT

THE ROSS GROUP, INC.

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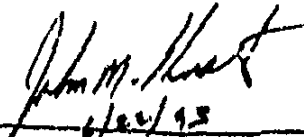


 John Huston, Executive Vice President



 Frederick B. Rolison, Executive Vice President

Extended until 6/30/94

Extended until 6/30/95 

 John M. Huston
 6/21/94