

THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED, RETURN  
TO:

Michael F. Alessio, Esq.  
Winstead Sechrest & Minick P.C.  
5400 Renaissance Tower  
1201 Elm Street  
Dallas, Texas 75270

Loan No. 240995

CONSENT AND AGREEMENT

16  
KLG

The undersigned (the "Undersigned") acknowledges an assignment of certain documents pursuant to that certain Mortgage, Security Agreement and Fixture Financing Statement (the "Security Instrument") to be executed and delivered by **SIDCOR SCHAUMBURG ASSOCIATES, L.L.C.**, a Delaware limited liability company ("Borrower"), to **COLUMN FINANCIAL, INC.**, a Delaware corporation ("Lender"), in connection with that certain loan (the "Loan") of NINE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$9,500,000.00) being made by Lender to Borrower to finance certain real property and improvements located in Cook County, Illinois and more particularly described on Exhibit A attached hereto and incorporated herein by reference, said real property and improvements being hereinafter referred to as the "Premises." The Undersigned has agreed to perform or supply certain services in connection with the management of the Premises pursuant to that certain Management Agreement dated July 1, 1999 (the "Contract") attached hereto as Exhibit B and incorporated herein by reference for all purposes. The Undersigned does hereby (a) warrant and represent that the Contract contains all agreements between the Undersigned and Borrower relating to the Premises; and (b) acknowledge and consent to the assignment of the Contract as set forth in the Security Instrument and to any further assignment thereof by Lender; and (c) warrant and represent that no default exists under the terms of the Contract between Borrower and the Undersigned; and (d) acknowledge that Borrower has satisfied all conditions precedent to commencement of performance by the Undersigned under the Contract. The Undersigned does hereby agree that: (i) in the event of any default by Borrower under the terms of the "Loan Documents" (as defined in the Security Instrument), the Undersigned shall, upon receipt of written notice and demand of Lender, continue performance under the Contract on behalf of Lender, provided that the Undersigned is reimbursed for such performance rendered thereafter on behalf of Lender in accordance with the Contract; and (ii) in the event of any default by Borrower under the Contract, the Undersigned shall deliver to Lender, by certified United States mail, postage prepaid, return receipt requested, addressed to COLUMN FINANCIAL, INC., c/o 3414 Peachtree Road, Suite 1140, Atlanta, Georgia

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Property of [Watermark]

30326-1113, written notice of such default and the action required to cure the same, and Lender shall have a reasonable time (but in no event less than thirty days after receipt of such notice) within which Lender shall have the right, but not the obligation, to cure such default, and the delivery of such notice of default and the failure of Lender to cure the same within such time allowed shall be conditions precedent to the exercise of any right or remedy of the Undersigned arising by reason of such default; and (iii) the Undersigned shall not enter into any modification of, or addition to, the Contract without the prior written consent of Lender; and (iv) in the event that Lender shall acquire title to the Premises by foreclosure or otherwise, the Contract shall be terminable at the option of Lender; and (v) the rights of the Undersigned under the Contract shall be and remain subordinate in all respects to the Loan Documents.

The Undersigned represents that it is looking to Borrower, and not to Lender, for payment under the Contract, except as provided in clause (i) of the preceding paragraph and the Undersigned waives any equitable lien which the Undersigned may now or hereafter have upon the proceeds of the Loan.

This Consent and Agreement is given by the Undersigned for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, and is intended to induce Lender to make the Loan to Borrower.

IN WITNESS WHEREOF, the Undersigned has executed this instrument to be effective as of August 9, 1999.

**SUPERIOR INVESTMENT & DEVELOPMENT CORPORATION,**  
an Illinois corporation

By: 

Name: Dale Dobrin

Title: President

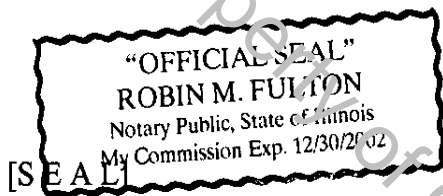
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STATE OF ILLINOIS     )  
  )  
COUNTY OF Cook     )     ss.

I, ROBIN M. FULTON, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT DALE DOBRATH, personally known to me to be the President of SUPERIOR INVESTMENT & DEVELOPMENT CORPORATION, an Illinois corporation, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6<sup>th</sup> day of August, 1999.



Robin M. Fulton  
Notary Public

My Commission Expires:

12/30/02

## EXHIBIT LIST

- Exhibit A - Legal Description
- Exhibit B - Management Agreement

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253:3011-425

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EXHIBIT A

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## LEGAL DESCRIPTION

### PARCEL 1:

THAT PART OF THE SOUTH 1074.0 FEET OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF GOLF ROAD AS DEDICATED UNDER DOCUMENT NO. 10488002, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10 IN GOLF-ROSELLE DEVELOPMENT UNIT 4, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 10, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 1994, AS DOCUMENT 94236801; THENCE ON AN ASSUMED BEARING OF SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 10 PROJECTED WESTERLY, ALSO BEING THE NORTH LINE OF GOLF ROAD, 242.50 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 10, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF GOLF ROAD AS CONVEYED BY DOCUMENT 21480786, 80.44 FEET; THENCE NORTH 3 DEGREES 28 MINUTES 58 SECONDS WEST, 15.00 FEET; THENCE SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST, 390.00 FEET TO THE GRANTOR'S WEST LINE, BEING THE EAST LINE OF THE WEST 163.0 FEET OF THE SOUTH 268.0 FEET OF THAT PART OF SAID SOUTHEAST 1/4 WHICH LIES EAST OF THE EAST LINE OF ROSELLE ROAD AS PER TOWNSHIP DEDICATION RECORDED MAY 28, 1850; THENCE NORTH 0 DEGREES 15 MINUTES 26 SECONDS EAST ALONG GRANTOR'S WEST LINE, 232.93 FEET TO THE NORTH LINE OF THE SOUTH 268.0 FEET OF THAT PART OF SAID SOUTHEAST 1/4 WHICH LIES NORTH OF THE NORTH LINE OF GOLF ROAD AS DEDICATED UNDER DOCUMENT NUMBER 10488002; THENCE SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST ALONG SAID NORTH LINE, 131.93 FEET TO THE EAST LINE OF ROSELLE ROAD, SAID LINE BEING 64.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE NORTH 0 DEGREES 15 MINUTES 26 SECONDS EAST ALONG SAID EAST LINE OF ROSELLE ROAD, 736.41 FEET; THENCE NORTH 4 DEGREES 28 MINUTES 47 SECONDS EAST, 8.06 FEET TO THE NORTH LINE OF THE SOUTH 1074.0 FEET OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE NORTH 86 DEGREES 42 MINUTES 57 SECONDS EAST ALONG SAID NORTH LINE, 602.63 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE SOUTH 0 DEGREES 15 MINUTES 26 SECONDS WEST ALONG SAID EAST LINE, 990.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF THE SOUTH 1074.0 FEET OF THE WEST 667.50 FEET OF THE

SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF GOLF ROAD AS DEDICATED UNDER DOCUMENT NO. 10488002, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10 IN GOLF-ROSELLE DEVELOPMENT UNIT 4, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 10, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 1994, AS DOCUMENT 94236801; THENCE ON AN ASSUMED BEARING OF SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 10 PROJECTED WESTERLY, ALSO BEING THE NORTH LINE OF GOLF ROAD, 242.50 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 10, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF GOLF ROAD, 80.44 FEET; THENCE NORTH 3 DEGREES 28 MINUTES 58 SECONDS WEST, 15.00 FEET; THENCE SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST, 390.00 FEET TO THE GRANTOR'S WEST LINE; THENCE NORTH 0 DEGREES 15 MINUTES 26 SECONDS EAST ALONG GRANTOR'S WEST LINE, 243.34 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 59 SECONDS EAST, 83.59 FEET; THENCE SOUTH 0 DEGREES 50 MINUTES 03 SECONDS WEST, 77.25 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 11 SECONDS EAST, 387.62 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 15 MINUTES 26 SECONDS WEST ALONG SAID EAST LINE, 153.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS RESERVED IN THE TRUSTEE'S DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 19, 1968 AND KNOWN AS TRUST NUMBER 52271 TO THE VILLAGE OF SCHAUMBURG, ILLINOIS, DATED JULY 16, 1971 AND RECORDED JULY 20, 1971 AS DOCUMENT NUMBER 21552162, OVER THE WEST 5 FEET OF THE FOLLOWING DESCRIBED TRACT:

THE SOUTH 1074.0 FEET OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PORTION LYING SOUTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT NUMBER 10488002, AND EXCEPT THAT PART LYING WEST OF A LINE 5 FEET EAST OF AND PARALLEL TO THE EAST LINE OF ROSELLE ROAD, AS DEDICATED UNDER DOCUMENT NUMBER 20430983, AND EXCEPT THE WEST 163.0 FEET OF THE SOUTH 268.0 FEET OF THAT PART OF SAID SOUTHEAST 1/4 WHICH LIES NORTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT NO. 10468002 AND WHICH LIES EAST OF THE EAST LINE OF ROSELLE

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ROAD AS PER TOWNSHIP DEDICATION, RECORDED MAY 28, 1850, AND EXCEPT THAT PART LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND DISTANT 20 FEET NORTH OF THE NORTH LINE OF GOLF ROAD AS DEDICATED UNDER DOCUMENT NUMBER 10488002, AS CONVEYED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY DOCUMENT NUMBER 21480786, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF THE SOUTH 1074.0 FEET OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF GOLF ROAD AS DEDICATED UNDER DOCUMENT NO. 10488002, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10 IN GOLF-ROSELLE DEVELOPMENT UNIT 4, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 10, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 1994, AS DOCUMENT 9423680; THENCE ON AN ASSUMED BEARING OF SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 10 PROJECTED WESTERLY, ALSO BEING THE NORTH LINE OF GOLF ROAD, 242.50 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 10, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF GOLF ROAD, 80.44 FEET; THENCE NORTH 3 DEGREES 28 MINUTES 58 SECONDS WEST, 15.00 FEET; THENCE SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST, 390.00 FEET TO THE GRANTOR'S WEST LINE; THENCE NORTH 5 DEGREES 15 MINUTES 26 SECONDS EAST ALONG GRANTOR'S WEST LINE, 243.34 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 59 SECONDS EAST, 83.59 FEET; THENCE SOUTH 0 DEGREES 50 MINUTES 03 SECONDS WEST, 77.25 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 11 SECONDS EAST, 387.62 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 15 MINUTES 26 SECONDS WEST ALONG SAID EAST LINE, 153.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: Schaumburg Corners Shopping Center, 16 E. Golf Road, Schaumburg, Cook County, Illinois 60173

P.I.N.: 07-10-400-013-0000

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EXHIBIT B

99797318

Management Agreement

Property of Cook County Clerk's Office

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## MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") made this 1st day of July 1999, by and between SIDCOR Schaumburg Associates L.L.C., an Illinois Limited Liability Corporation and its successors or assigns (hereinafter referred to as OWNER) and Superior Investment & Development Corporation, an Illinois Corporation (hereinafter referred to as AGENT).

### WITNESSETH

Whereas, SIDCOR Schaumburg Associates L.L.C. is OWNER of the shopping center known as Schaumburg Corners located at 1600 East Golf Road, Schaumburg, Illinois (the "Property"); and

Whereas AGENT is a broker duly licensed by the State of Illinois and is engaged in the business of managing real estate; and

Whereas OWNER desires to employ AGENT to manage the above Property;

TERM:

Now therefore in consideration of their mutual promises and other good and valuable consideration, OWNER and AGENT hereby agree as follows: OWNER hereby employs AGENT as sole and exclusive managing AGENT of said property for the period commencing on January 1, 1999 through December 31, 1999 and thereafter from year to year unless this Agreement is terminated by either party by written notice of not less than 60 days.

### 2. AGENT'S DUTIES:

AGENT agrees to manage and operate said property to the best of its ability, in a fair and diligent manner; however, without limitation, AGENT shall not be required to devote itself exclusively to the management of said property.

OWNER expressly authorizes and empowers AGENT during the period of this agreement to perform the following in connection with the Property:



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- (a) Procure tenants and negotiate leases for the Property.
- (b) Collect all rentals, security deposits, and all other income from the Property and endorse and deposit all checks or drafts in payment thereof in an agency banking account at an Illinois banking institution selected by AGENT and approved by the OWNER. Nothing in this agreement shall be deemed a guaranty by AGENT of the payment of rent by the tenants, however AGENT shall use commercially reasonable efforts to make collection thereof.
- (c) Employ in the name of OWNER, discharge and to pay (from the proceeds of said rental and other collections) all servants, employees or contractors necessary or desirable to be employed or engaged in the care, management or operation of the Property. AGENT agrees to deduct all Social Security, unemployment and other similar taxes due to the United States Government, the State of Illinois or any local government from the wages of each employee whose wages are chargeable to OWNER as an employer, and to remit the total amount of such deductions and OWNER's share of such taxes each month or when due to the proper governmental body to which such taxes are required to be remitted. AGENT shall prepare and file on behalf of OWNER all necessary governmental payroll tax returns.
- (d) Make the usual and ordinary repairs and purchase supplies for the operation of the Property as AGENT deems necessary and to pay all bills so incurred from the proceeds of said rental and other collections. OWNER expressly withholds from AGENT any power or authority to make any structural changes to the Property or to make any major alterations or additions in or to any building or equipment therein, or to incur any expense chargeable to OWNER other than expenses related to exercising the powers vested in AGENT pursuant to this Agreement without the consent of OWNER, except such emergency repairs as AGENT deems necessary because of danger to life or property or which AGENT may deem either necessary for the preservation and safety of the Property or the safety of the tenants and occupants thereof or required to avoid the suspension of any necessary service to the Property.
- (e) Pay (from the proceeds of said rental and other collections) all charges for water, gas, electricity or other services or commodities necessary or desirable to the operation, care or maintenance of the Property including charges for signs, circulars or other advertising of the Property or parts of the Property.

### 3. AGENT'S RECORDS:

AGENT shall keep books of account with correct entries therein of all of its receipts and expenditures with respect to the Property, and have such books of account open to the inspection of OWNER during usual business hours of AGENT.

### 4. AGENT'S STATEMENTS:

AGENT shall render to OWNER on or prior to the 20th day of each month a detailed printed statement covering all receipts and disbursements by AGENT during the preceding month including cumulative year-to-date totals and budget comparison figures.

### 5. AGENT'S COMPENSATION:

OWNER hereby agrees to pay to AGENT for the services to be rendered by AGENT under this agreement, and AGENT is hereby expressly authorized to retain from the proceeds of the rental and other collections aforesaid, a sum as management fee equal to five percent (5%) of the gross amount of all rental and other monies of whatsoever kind and nature collected during the preceding month from the tenants of the Property and others purchasing service or utilities therefrom. In addition, AGENT shall be entitled to receive commissions, and may deduct same from rentals and other collections, on all new ~~(including leases where options have been exercised)~~ <sup>BC</sup> and renewal leases entered into during the term of this Agreement (whether through AGENT or otherwise) in accordance with the prevailing rates of commission for properties similar in size, type, and location, typically charged by leasing agents and approved by Owner.

### 6. SIGNS:

AGENT may display upon the Property its customary management and "For Rent" signs and OWNER shall not permit the erection or display upon the Property, or any part thereof, any sign or device or announcement of similar effect by or of any person, firm or corporation other than those signs approved by AGENT which approval shall not be unreasonably withheld. OWNER'S prior approval shall be obtained for all newspaper advertising, relating to the Property and the cost thereof shall be borne by OWNER.

### 7. INSURANCE:

All insurance which pertains to the Property, including new coverage or renewal coverage, shall be placed by AGENT at OWNER'S expense. OWNER shall maintain at all times (i) comprehensive public liability insurance covering the ownership, maintenance, and use of the Property with a minimum combined single limit of not less than \$1 million (or such greater amount as AGENT may require from time to time, based upon prudent insurance practices), (ii) workers compensation insurance covering all employees of OWNER to the extent required by applicable law, and (iii) such other insurance relating to the Property and its ownership,

maintenance and use as AGENT may reasonably require from time to time. AGENT shall be named as an insured party (or as an alternate employer in the case of workmen's compensation insurance) in comprehensive general liability and liquor liability, workmen's compensation, and property damage insurance and that appropriate evidence of same shall be furnished AGENT on demand. All such insurance policies shall provide that coverage thereunder is primary (notwithstanding any similar coverage maintained by AGENT), and that no such policy shall be cancelled or modified without thirty (30) days prior written notice to AGENT. In the event OWNER fails to furnish AGENT evidence of insurance required hereunder, AGENT may, but shall not be required to, obtain such insurance at OWNER'S expense. Notwithstanding any actions by AGENT with respect to the procurement of any casualty or other insurance relating to the Property, AGENT shall have no obligation to OWNER whatsoever with respect to the adequacy of any such insurance coverage so obtained.

## 8. INDEMNIFICATION:

OWNER hereby agrees to defend, indemnify and hold harmless AGENT, and its officers, directors, representatives, agents and employees, from and against any and all liabilities, claims, suits, judgments, costs, fees (including attorneys' fees), damages, penalties, forfeitures, back-pay awards, court costs and other expenses (hereinafter collectively referred to as "Indemnified Liabilities") arising in connection with the Property or the management and operation thereof, including, without limitation, Indemnified Liabilities incurred by AGENT arising from or out of any alleged or actual violation of any constitutional right or provisions, statute, law, ordinance, rule or regulation of any governmental body pertaining to (a) fair employment laws, including, without limitation, those prohibiting or making illegal discrimination on the basis of race, creed, color, religion or national origin in the sale, rental or other disposition of housing or any services rendered in connection therewith, (b) employment practices and matters subject to the authority of any governmental body having jurisdiction over matters pertaining to fair employment practices and job discrimination claims, or (c) the physical condition of the Property or any part thereof. The foregoing indemnification shall be not applicable to an Indemnified Liability incurred by AGENT if AGENT shall have been finally adjudicated to have personally, and not in its representative capacity, violated such constitutional provision, law, statute, rule or regulations or shall have been finally adjudicated to have engaged in negligent actions or willful misconduct in the performance of its responsibilities under this Agreement, unless, in any such instance, the action giving rise to such Indemnified Liability shall have been authorized by OWNER. In the event that AGENT becomes a party of any litigation or other legal proceeding by reason of its management of the Property, and liabilities and costs relating thereto shall also constitute Indemnified Liabilities, AGENT shall have the right to approve any attorney retained by OWNER to represent AGENT in connection therewith. ~~In the event that AGENT determines that the matter which is the subject of such litigation or other legal proceeding is, as it relates to AGENT sufficiently different from the matter, as it relates to OWNER, that AGENT would be better represented by retaining an attorney other than the attorney representing OWNER, AGENT may retain another attorney, whose fees and expenses shall also constitute Indemnified Liabilities.~~

9. LEASES:

All leases on printed forms will be prepared by AGENT in duplicate, and signed by AGENT after owners written approval on behalf of OWNER. Either the lease or lease summary of all proposed leases shall be submitted to OWNER for approval, except for those tenants exercising lease renewal options granted under the terms of the tenant's lease. No lease shall be delivered to any tenant until and unless OWNER has given its approval. However, in the event OWNER fails to respond in writing to AGENT within ten (10) business days from OWNER's receipt of a proposed lease or lease summary, then said failure to respond in writing shall be considered to be OWNER'S consent thereto.

10. LEGAL ACTION:

Any legal action to be taken in any manner whatsoever regarding the Property including suits or other proceedings for the collection of rentals or for the possession of the Property or any part thereof, shall be handled and disposed of by the attorney designated by OWNER, at OWNER'S expense, and in accordance with OWNER'S directions. OWNER may delegate authority to engage any such attorney to AGENT.

In the event that any law suit or other legal proceeding is instituted in which AGENT is made a party by reason of AGENT'S management of the Property, OWNER shall provide, at OWNER'S expense, legal counsel for AGENT'S defense and indemnify AGENT from any loss, cost or damage which may result from such law suit or other legal proceedings except with respect to acts by the AGENT constituting negligence, or willful and wanton misconduct.

In the event either OWNER or AGENT is notified by any governmental agency of any alleged violation or violations pertaining to said property, then the party which receives such notice shall promptly notify the other party. If the OWNER fails or refuses to approve the necessary expenditure for the correction of the conditions complained of or to contest the requirements of the governmental agency, AGENT shall have the right to terminate this agreement by the giving of written notice to OWNER at least thirty (30) days prior to the effective date of the termination specified in such notice. Such termination of this agreement shall not release the indemnities of OWNER set forth hereinabove and shall not terminate any liability or obligation of OWNER to AGENT for any payment, reimbursement, or other sum of money then due and payable to AGENT hereunder.

11. ADVANCES BY AGENT:

It is specifically understood that AGENT shall not be required at any time to advance its own funds for the payment of any bills for labor, material, or services, furnished to the said property and if there shall not be sufficient funds in AGENT'S Property Account for said property to pay for any labor, material, or services, which have been ordered or purchased for said property,

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OWNER agrees to supply to AGENT the necessary funds within ten (10) business days upon AGENT'S request thereof to make the necessary payment or payments.

12. TAXES:

Unless instructed by OWNER in writing, AGENT shall have no duties whatsoever in connection with real estate taxes on the Property, except for the collection of the Tenants real estate tax obligations under the terms of the leases. All real estate tax bills received by AGENT shall be promptly forwarded to OWNER. Upon OWNER'S receipt of real estate tax bills and paid receipts, OWNER shall promptly forward copies to AGENT.

13. SUCCESSORS AND ASSIGNS:

This agreement shall be binding upon and shall insure to the benefit of the heirs, executors, administrators, successors and assigns of OWNER.

14. PAYMENTS BY AGENT:

The OWNER covenants to give adequate advance written notice to AGENT if OWNER desires that AGENT make payment, out of the proceeds from the Project, of mortgage indebtedness, general taxes, or special assessments. In no event shall AGENT be responsible for or otherwise required to advance its own money in payment of any such indebtedness, taxes, or assessments.

15. COMPLIANCE WITH LAWS:

AGENT does not assume and is given no responsibility for compliance of any building on the Property or any equipment therein with the requirements of any statute, ordinance, law, rule or regulation of any governmental body or of any public authority or official thereof having jurisdiction over the Property (including, without limitation, any such requirements relating to environmental matters), except to notify OWNER promptly or forward to OWNER promptly any complaints, warnings, notices, or summonses received by it relating to such matters. OWNER represents and warrants to AGENT that the Property and such equipment comply with all such governmental requirements including, without limitation, all environmental requirements and authorizes AGENT to disclose the ownership of the Project to any such officials and agrees to indemnify and hold harmless AGENT, its representatives, servants, and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, rules or regulations (including, without limitation, any such violations relating to environmental matters). The obligation of OWNER to so indemnify, defend and hold harmless AGENT without limitation shall survive the termination of this Agreement.

16. OBLIGATIONS UPON TERMINATION:

OWNER shall pay or reimburse AGENT for any sums of money due it under this Agreement for services and for actions prior to termination, notwithstanding any termination of this Agreement for any reason. AGENT may withhold and set off from funds payable to OWNER or being held by AGENT on behalf of OWNER, any sums payable from time to time to AGENT pursuant to this Agreement or any other agreement. All provisions of this Agreement that require OWNER to have insured or to defend, reimburse, or indemnify AGENT shall survive any termination of this Agreement for any reason and, if AGENT is or becomes involved in any proceeding or litigation following termination of this Agreement for any reason by reason of having been OWNER'S agent, such provisions shall apply as if this Agreement were still in effect. All provisions of this Agreement that require AGENT to defend, reimburse or indemnify OWNER shall survive any termination of this Agreement for any reason. The parties understand and agree that AGENT may withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated to pay bills previously incurred but not yet invoiced and to close accounts. This clause shall be deemed to survive any termination of this Agreement.

17. NOTICE:

Any notice required or permitted to be served hereunder may be served by registered or certified mail, postage prepaid, return receipt requested, or in person at the following addresses or such other address as designated in writing by either party:

If to AGENT:

Attention: Dale Dobrow  
Superior Investment and  
Lake Forest, IL 60045

If to OWNER:

Attention: Jerry Weiss  
c/o Weiss Development  
175 Olde Half Day Rd.  
Lincolnshire, IL 60069

Attention: Bernard Katz  
c/o Bernard Katz & Associates  
210 Skokie Valley Rd.  
Highland Park, Illinois 60035

18. GOVERNING LAW:

This Agreement has been negotiated, and delivered in Illinois and shall be governed by the conflicts of law principles of that State. The headings of paragraphs in this Agreement are for

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convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Agreement, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context requires. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is adjudicated by the court of competent jurisdiction to be invalid, the validity of the remainder of this Agreement shall be construed as if such invalid part were never included herein. Time is of the essence of this Agreement.

WITNESS the hands and seals of the parties hereto

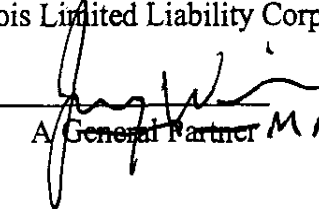
this 1st day of July, 1999.

99797318

AGENT: Superior Investment & Development Corporation

BY:   
President

OWNER:  
SIDCOR Schaumburg Associates L.L.C.,  
an Illinois Limited Liability Corporation

BY:   
A General Partner M AUERGER

OWNER:  
SIDCOR Schaumburg Associates L.L.C.  
an Illinois Limited Liability Corporation

BY: \_\_\_\_\_  
A General Partner MAUERGER


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convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Agreement, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context to requires. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is adjudicated by the court of competent jurisdiction to be invalid, the validity of the remainder of this Agreement shall be construed as if such invalid part were never included herein. Time is of the essence of this Agreement.

WITNESS the hands and seals of the parties hereto

this 1st day of, July, 1999.

AGENT: Superior Investment & Development Corporation

BY:   
President

OWNER:  
SIDCOR Schaumburg Associates L.L.C.,  
an Illinois Limited Liability Corporation

BY: \_\_\_\_\_  
A General Partner

OWNER:  
SIDCOR Schaumburg Associates L.L.C.  
an Illinois Limited Liability Corporation

BY:   
A General Partner