

**Fill in this information to identify your case:**

Debtor name Morgan Administration, Inc.

United States Bankruptcy Court for the: NORTHERN DISTRICT OF ILLINOIS

Case number 18-30039  
(if known)

Official Form 410  
**Proof of Claim**

4/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<p><b>Mosaic Villa Park, LLC</b></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<b>2. Has this claim been acquired from someone else?</b>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<b>3. Where should notices and payments to the creditor be sent?</b>  <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<p><b>Mosaic Villa Park, LLC</b>  <b>David Dresdner</b>  <b>555 Skokie Blvd., Suite 204</b>  <b>Northbrook, IL 60062</b></p> <p>Name, Number, Street, City, State &amp; Zip Code</p> <p>Contact phone <u>847-498-3477</u></p> <p>Contact email <u>dd@mosaic-pd.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p><b>Mosaic Villa Park, LLC</b>  <b>David Dresdner</b>  <b>555 Skokie Blvd., Suite 204</b>  <b>Northbrook, IL 60062</b></p> <p>Name, Number, Street, City, State &amp; Zip Code</p> <p>Contact phone <u>847-498-3477</u></p> <p>Contact email <u>dd@mosaic-pd.com</u></p>
<b>4. Does this claim amend one already filed?</b>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____</p>	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 858,537.96 Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
 Limit disclosing information that is entitled to privacy, such as health care information.

Lease

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of claim that is secured:** \$ \_\_\_\_\_  
**Amount of claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) 0 %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

No

Yes. *Check one:*

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ \_\_\_\_\_

Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_

Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ \_\_\_\_\_

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_

Other. Specify subsection of 11 U.S.C. § 507(a)(\_\_\_\_) that applies. \$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes local courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date January 25, 2019  
MM/ DD / YYYY

/s/ O. Allan Fridman  
Signature

**Print the name of the person who is completing and signing this claim:**

Name O. Allan Fridman

Title Attorney for Mosaic Villa

Company Law Office of Allan Fridman  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 555 Skokie Blvd 500  
Northbrook, IL 60062  
Number, Street, City, State and Zip Code

Contact phone 847-412-0788 Email allan@fridlg.com

Villa Park, IL HOBO  
 MOSAIC VILLA PARK, LLC LANDLORD, NORHT AVENUE ASSOCAITES , TENANT  
 1/25/2019

**CLAIM**

Rent - See below Note	\$625,338.96
Restoration of Premises per lease requirements	
Remove signage	\$3,999.00 Omega Sign and Lighting Bid and pictures attached
Demoliton and removal of abandoned FF&E	\$89,500.00 Albrecht Enterprises Bid pictures attached
Repairs to restore space per lease	\$139,700.00 DiNaso Bid and pictures attached
<b>Total Due</b>	<b>\$858,537.96</b>

Note: the greater of one year, or 15 percent of remaining lease, not to exceed three years of the remaining term of the lease.

Monthly Rent           \$    52,111.58   Annual =   \$    625,338.96   Term Ends:       12/31/2022   Months Remaining    48   2501356   0.15 \$ 375,203  
 Greater of equals:       \$    **625,338.96**

**THIRD AMENDMENT TO LEASE**

This Third Amendment to Single Tenant Net Lease (“Amendment”) is made as of July 31, 2017, and is entered into by and between **MOSAIC VILLA PARK, LLC**, an Illinois limited liability company (“Landlord”) and **NORTH AVENUE ASSOCIATES, LLC**, an Illinois limited liability company (“Tenant”).

**RECITALS**

Pursuant to that certain Lease dated as of October 20, 2006, as amended by First Amendment to Lease dated November 16, 2007 and Second Amendment to Lease dated May 1, 2008, between Tenant, as tenant, and as assigned to Landlord, as landlord (as so amended and assigned, the “Lease”), Tenant leases premises containing approximately 96,206 square feet located at 300 West North Avenue, Villa Park, Illinois (the “Premises”).

Tenant has exercised an option to extend the term of the Lease. In connection therewith, Landlord and Tenant desire to modify the Lease as set forth herein.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, Landlord and Tenant hereby agree as follows:

1. **Recitals and Definitions.** The foregoing recitals are incorporated herein by reference. All capitalized terms not otherwise defined shall have the same meaning as set forth in the Lease.

2. **Extension Term.** Landlord acknowledges that Tenant has timely exercised the Second Option and the term of the Lease for the Premises is hereby extended for an additional period of five (5) years (“Second Extension Term”) commencing on January 1, 2018 (“Second Extension Term Commencement Date”) and expiring on December 31, 2023 (“Second Extension Term Expiration Date”).

3. **Base Rent.** Tenant shall pay Base Rent for the Premises during the Second Extension Term equal to \$625,339.00, per year, payable in equal monthly installments of \$52,111.58.

4. **Bathroom Project.**

a. To address ongoing problems with aging sewer lines serving the Premises, Landlord shall undertake certain improvements to the Premises (the “Work”) which shall consist generally of constructing additional restroom facilities in the front of the Premises (“New Facilities”) and disconnecting certain existing restroom facilities located in the rear of the Premises (the “Existing Facilities”) in accordance with the terms hereof. Landlord shall complete the Work prior to the Second Extension Term Commencement Date.

b. The Work shall proceed in accordance with architectural plans and specifications mutually agreed to by Landlord and Tenant (the "Approved Plans"). The New Facilities shall be ADA compliant, sufficient in number and type to serve the retail business conducted on the Premises (the "Business") and otherwise in compliance with all applicable laws and regulations. The New Facilities shall be in a location and configuration determined by Tenant, adjacent to those existing restroom facilities located at the front of the Premises (the "New Facilities Area"). Landlord agrees that the New Facilities shall be improved with commercial grade counters, plumbing and electrical fixtures and related items, as reflected in the Approved Plans. Any electrical, sprinkler or security equipment which is currently located in the New Facilities Area shall be relocated as necessary. Tenant shall remove merchandise and other material from the New Facilities Area in accordance with the Work Schedule (as defined below). Landlord shall cause the Work to be guaranteed against defects in materials and workmanship for a period of one year following completion thereof.

c. Landlord and Tenant shall cooperate in the completion of the Work and shall agree on a timetable for commencement and completion of significant elements of the Work (the "Work Schedule"). Landlord shall proceed diligently in the completion of the Work and shall take all reasonable measures to minimize the interference and disruption to the Business while constructing the New Facilities. At all times during the completion of the Work there shall be functioning restroom facilities available to all customers and employees of the Business. Tenant hereby grants Landlord such access to the Premises as is necessary in connection therewith, provided that Landlord may not store materials within the Premises other than within the New Facilities Area. Before commencing any Work, Landlord shall provide Tenant with evidence of liability and other insurance coverage appropriate related to the Work and entry on the Premises. Landlord shall provide Tenant with copies of all permits and inspection results relating to the Work.

d. With respect to the Existing Facilities, Landlord shall remove all existing plumbing fixtures, interior partitions, exhaust fans, electrical fixtures, countertops and mirrors, and cap the sewer and water lines that serve the Existing Facilities at those locations.

5. **Brokers.** Each party represents and warrants that it has not dealt with any real estate broker or agent in connection with the Second Extension Term. Each party shall indemnify the other and hold it harmless from any cost, expense or liability (including cost of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Amendment by reason of any act or statement of the indemnifying party.

6. **Further Assurances.** Each of the parties hereto agree to execute all documents and instruments and to take all other actions as may specifically be provided for herein or in the Lease as may be required in order to consummate the purposes of this Amendment.

7. **Integration.** This Amendment in combination with the Lease contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated herein and supersedes all prior negotiations.

8. **Force Majeure.** In the event Landlord or Tenant is prevented, delayed, or stopped from performing any act, undertaking, or obligation under the Lease (other than the payment of monies under the Lease) by reason of an event of force majeure, including, without limitation, excessive adverse weather, strikes, lockouts, labor disputes, failure of power, acts of public enemies of the state or the United States of America, riots, insurrection, war, civil commotion, inability to obtain labor or materials that were timely ordered, and/or any other cause (except financial) beyond the reasonable control of the party whose performance is so prevented, delayed, or stopped (collectively "Force Majeure"), then the time for that party's performance shall be extended one (1) day for each day's prevention, delay, or stoppage by reason of such event of Force Majeure.

9. **Counterparts.** This Amendment may be signed in one or more counterparts and delivery of an executed counterpart of a signature page to this Amendment by electronic transmission shall be as effective as delivery of a manually executed counterpart.

10. **Continuation.** Except as modified herein, the Lease continues in full force and effect and each party hereby ratifies the terms thereof and confirms its obligations under the Lease as hereby modified.

11. **Conflict.** In the event of a conflict between the provisions set forth in this Amendment and the provisions set forth in this Lease, the provisions set forth in this Amendment shall govern and control.

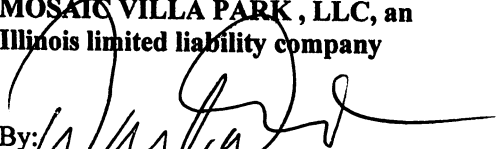
12. **Full Force and Effect.** Except as specifically set forth in this Amendment, the terms and conditions of the Lease remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

**LANDLORD:**

**MOSATC VILLA PARK , LLC, an  
Illinois limited liability company**

By:   
Name: Dawn DRESDNER  
Title: MANAGER

**TENANT:**

**NORTH AVENUE ASSOCIATES LLC  
a Illinois limited liability company**

By:   
Leo G. Schmidt, Manager



## Northern District of Illinois Claims Register

[18-30039 Morgan Administration, Inc.](#)

**Honorable Judge:** Jacqueline P. Cox

**Chapter:** 11

**Office:** Eastern Division

**Last Date to file claims:** 01/28/2019

**Trustee:**

**Last Date to file (Govt):** 04/23/2019

<p><i>Creditor:</i> (27199733) MOSAIC VILLA PARK, LLC C O HORIZON MANAGEMENT 1130 LAKE COOK ROAD, STE 280 BUFFALO GROVE, IL 60089</p>	<p><b>Claim No: 101</b> <i>Original Filed</i> <i>Date:</i> 01/28/2019 <i>Original Entered</i> <i>Date:</i> 01/28/2019</p>	<p><i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> O Allan Fridman <i>Modified:</i></p>
<p>Amount claimed: \$858537.96</p>		
<p><i>History:</i> <a href="#">Details</a> <a href="#">101-1</a> 01/28/2019 Claim #101 filed by MOSAIC VILLA PARK, LLC, Amount claimed: \$858537.96 (Fridman, O Allan)</p>		
<p><i>Description:</i> (101-1) Lease</p>		
<p><i>Remarks:</i></p>		

### Claims Register Summary

**Case Name:** Morgan Administration, Inc.

**Case Number:** 18-30039

**Chapter:** 11

**Date Filed:** 10/25/2018

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$858537.96
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		