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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

MEGAN KNAPSTEIN & MATTHEW)
KNAPSTEIN,)
)
 PLAINTIFFS,)
)
 v.)
)
 @PROPERTIES, AT WORLD PROPERTIES,)
 LLC d/b/a @PROPERTIES| CHRISTIE’S)
 INTERNATIONAL REAL ESTATE,)
 RICK SOBIN, & LAURA MEIER,)
)
 DEFENDANTS.)

Case No. 2025CH0019

JURY DEMANDED

AMENDED COMPLAINT AT LAW

NOW COME the PLAINTIFFS, MEGAN KNAPSTEIN and MATTHEW KNAPSTEIN, by and through their attorney, Blake Horwitz, of The Blake Horwitz Law Firm, Ltd., and complaining of the DEFENDANTS, @PROPERTIES, AT WORLD PROPERTIES, LLC d/b/a @PROPERTIES| CHRISTIE’S INTERNATIONAL REAL ESTATE, RICK SOBIN, and LAURA MEIER, state as follows:

PARTIES

1. MEGAN KNAPSTEIN owned property in the County of Cook, City of Chicago, located at 935 West Fry Street, Chicago, Illinois, 60642.

2. MATTHEW KNAPSTEIN owned property in the County of Cook, City of Chicago, located at 935 West Fry Street, Chicago, Illinois, 60642.

3. 935 West Fry Street, Chicago, Illinois, 60642 is hereafter referred to as “THE HOME.”

4. MEGAN KNAPSTEIN and MATTHEW KNAPSTEIN are hereafter referred to as “PLAINTIFFS.”

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5. PLAINTIFFS are consumers within the meaning of the Illinois Consumer Fraud and Deceptive Business Act.

6. DEFENDANT @PROPERTIES, AT WORLD PROPERTIES, LLC d/b/a @PROPERTIES| CHRISTIE'S INTERNATIONAL REAL ESTATE (“@PROPERTIES”) is a corporation doing business in, *inter alia*, the County of Cook and the State of Illinois.

7. @PROPERTIES is a real estate agency located in Chicago, Illinois. It represented and acted on behalf of PLAINTIFFS, through its employees, in facilitating the rental of THE HOME.

8. DEFENDANT LAURA MEIER (“MEIER”) is a real estate licensee, licensed by the State of Illinois. In 2021, she worked for @PROPERTIES as a realtor. She is currently licensed in the State of Illinois as a realtor.

9. DEFENDANT RICK SOBIN (“SOBIN”) is a real estate licensee, licensed by the State of Illinois and a managing broker. In 2021, and for many years prior, he worked for @PROPERTIES as a realtor and a managing broker. He is currently licensed in the State of Illinois as a realtor and a managing broker. At all relevant times, he managed, had oversight of, and reviewed the contracts, sales, and rental agreements of DEFENDANT MEIER.

FACTUAL ALLEGATIONS

10. On August 28, 2021, PLAINTIFFS entered into a contractual agreement with DEFENDANT @PROPERTIES (Exhibit A) (“Leasing Agreement”).

11. The Leasing Agreement’s purpose was to secure a tenant for THE HOME.

12. At the time the Leasing Agreement was entered into, DEFENDANTS were real estate agents acting on behalf of PLAINTIFFS.

13. Shortly after the Leasing Agreement was entered into, DEFENDANTS advised PLAINTIFFS that a prospective tenant—Stanley Wright—was available to rent THE HOME.

14. DEFENDANT MEIER obtained Stanley Wright’s application for PLAINTIFFS.

15. With regard to Mr. Wright, DEFENDANT MEIER received an e-mail from an agency that performs background checks.

16. This agency advised DEFENDANT MEIER that it had become apparent that Mr. Wright’s social security number belonged to another person.

17. Subsequently, on September 20, 2021, DEFENDANT MEIER, notified PLAINTIFFS via email that there was an issue with Stanley Wright’s social security number.

18. DEFENDANT MEIER knew, at that time, that Stanley Wright had submitted a false social security number in his application for the rental of THE HOME.

19. DEFENDANT MEIER knew that false social security numbers are frequently submitted by fraudsters, in rental applications, in order to rent a home.

20. DEFENDANT MEIER had been trained, prior to September 20, 2021, that fraudsters submit false social security numbers to fake their identity in the submission of rental applications.

21. DEFENDANT MEIER has previously witnessed and/or learned of prior scenarios in conjunction with her employment with @PROPERTIES that fraudsters submit false social security numbers to fake their identity in the submission of rental applications.

22. PLAINTIFFS did not know that the social security number was false.

23. In a conversation that PLAINTIFFS had with DEFENDANT RICK SOBIN and his counsel, Aaron Stanton, in December 2022, both SOBIN and Stanton stated, in reference to

the provision of false social security numbers by prospective tenants, that “this unfortunately happens all the time.” This conversation took place over the phone with SOBIN and Stanton.

24. DEFENDANT MEIER was trained, prior to having received information regarding the false social security number, that the submission of a false social security number gives rise to a significant and material red flag that a potential tenant has submitted false information with the intention of getting access to PLAINTIFFS’ HOME and not paying rent.

25. DEFENDANT MEIER knew that Stanley Wright’s submission of a false social security number was designed to hide his identity, attempt to get into the rental property, not pay rent, and then use the Cook County court system to stay in the rental property for a lengthy period of time without paying rent.

26. DEFENDANT MEIER knew that if Mr. Wright was placed into PLAINTIFF’S HOME, he would likely not pay rent and cause financial damage to PLAINTIFFS.

27. DEFENDANT MEIER did not warn PLAINTIFFS of the very high probability of fabrication effectuated by Mr. Wright as she was focused on securing her commission, putting her interest ahead of her clients’ contrary to her training.

28. Between September 20, 2021, and September 24, 2021, via a phone call with the PLAINTIFFS, DEFENDANT MEIER recommended that PLAINTIFFS proceed forward with Stanley Wright’s application even though MEIER knew that Mr. Wright had submitted a false social security number.

29. DEFENDANT MEIER, ignoring her training, prior experiences, and e-mail from Rent Application Support as to Stanley Wright’s provision of a false social security number, recommended Stanley Wright to the PLAINTIFFS as a tenant.

30. Between September 20, 2021, and September 24, 2021, via phone call(s) with the PLAINTIFFS, MEIER told the PLAINTIFFS that PLAINTIFFS should go forward with Stanley Wright as a qualified applicant because his realtor was also an @PROPERTIES realtor.

31. Due to DEFENDANT MEIER'S aforementioned representations regarding Stanley Wright, PLAINTIFFS executed a lease agreement with Stanley Wright.

32. While MEIER knew that the submission of the original social security number was bogus, she also communicated via text and orally as to the urgent need to lock in the lease and secure a security deposit.

33. The first month's rent for the rental was provided to DEFENDANTS as their commission.

34. MEIER used high-pressure tactics to secure her commission.

35. In September 2021, MEIER made affirmative representations, in writing and orally, to advise PLAINTIFFS that they were communicating with Stanley Wright's agent referable to his background as to the following, *inter alia*, issues:

- i. securing a credit check;
- ii. securing pay stubs for Stanley Wright;
- iii. resolving problems associated with a credit report;
- iv. correcting Stanley Wright's social security number for credit check purposes;
- v. personal and professional references relative to Stanley Wright;
- vi. the correction of the social security number of Stanley Wright; and
- vii. the receipt of a landlord reference.

36. PLAINTIFFS actually and justifiably relied upon MEIER'S representations, paragraphs in subparagraphs i-vii above.

37. These representations caused PLAINTIFFS to reasonably believe that DEFENDANT MEIER was investigating the background of Mr. Wright, that DEFENDANT MEIER had an adequate and reasonable understanding as to his background, and thus he would be a suitable tenant to occupy their home.

38. DEFENDANT MEIER advised PLAINTIFFS that she would help PLAINTIFFS to secure a tenant, that she had seen “nightmare” situations with prior tenants in the past, and that it was DEFENDANT MEIER’S job to help PLAINTIFFS secure a qualified tenant.

39. A reasonable person in PLAINTIFFS’ shoes would have reasonably relied upon these representations.

40. While DEFENDANTS were busy investigating the background of Stanley Wright, they failed to ensure that, *inter alia*, an eviction background, a full criminal background, and financial background were properly secured and tendered to PLAINTIFFS with regard to Stanley Wright.

41. DEFENDANTS intended to cause PLAINTIFFS to rely upon the background work they had performed to induce PLAINTIFFS to sign the lease and therefore secure a commission on behalf of DEFENDANTS.

42. The background information gathered by DEFENDANTS was materially incomplete. Through the actions of the DEFENDANTS, PLAINTIFFS were caused to believe that DEFENDANTS reviewed and verified the background information and reasonably concluded that Stanley Wright was an appropriate, financially solvent tenant when instead the opposite was true.

43. DEFENDANTS held themselves out as competent, capable, and experienced realtors in the Chicago-land area.

44. DEFENDANTS had a duty to:
- a. disclose accurate eviction information referable to Stanley Wright;
 - b. advise that the background information was incomplete with regards to Stanley Wright's criminal activity and eviction background;
 - c. with regard to the background information, treat the clients honestly, provide the information about the prospective tenant to the PLAINTIFFS, and disclose the financial qualifications of the buyer to the PLAINTIFFS;
 - d. properly analyze the provision of a social security number that belongs to another individual; and
 - e. properly match Stanley Wright's social security number with his date of birth.

45. In September 2021, DEFENDANTS worked and communicated together in-person, via telephone, through e-mails, and by text to commit all the acts of misconduct as set forth in this complaint. DEFENDANTS worked together as part of a team, were organized as a corporate structure as a team, and were led by DEFENDANT SOBIN.

46. The texts messages and emails sent to PLAINTIFFS regarding the malfeasance set forth in the complaint were created as a result of the work that DEFENDANTS did together, collusively, in order to ultimately create said text messages.

47. DEFENDANT SOBIN approved the lease that was signed by DEFENDANT MEIER and the Leasing Agreement entered into between DEFENDANTS and PLAINTIFFS.

48. The generation and signature of the Leasing Agreement and the generation, negotiation, and signature of the lease agreement between Stanley Wright and the PLAINTIFFS affected trade and commerce.

49. The aforementioned actions of the DEFENDANTS proximately caused the loss of rent of a continuing nature in the amount of over \$30,400.00, the loss of value of THE HOME, the loss of the opportunity to sell THE HOME, and attorney's fees to evict Stanley Wright.

Stanley Wright

50. DEFENDANTS were investigating the background of Stanley Wright; however, Stanley Wright’s real name was Floyd Suggs.

51. While investigating Stanley Wright, with a fraudulent social security number, Floyd Suggs had the following criminal background, *inter alia* criminal damage to property, Class X narcotics felony conviction, second degree felony weapon conviction, and felony fourth degree drug conviction.

52. While staying in PLAINTIFFS’ home, Floyd Suggs stored a stolen vehicle in PLAINTIFFS’ garage.

53. On November 21, 2022, Floyd Suggs was arrested in PLAINTIFFS’ home by Cook County Sheriff’s deputies pursuant to a court ordered eviction.

54. After Mr. Suggs’s arrest, an illegal assault rifle and drugs were found in THE HOME.

55. On May 9, 2022, PLAINTIFFS learned that Floyd Suggs had provided a stolen and/or false security number to the DEFENDANTS.

56. Mr. Suggs was convicted of Class 1 identity theft in conjunction with the provision of information in the rental of PLAINIFFS’ home.

**The Deceptive Scheme
Falsification and Deception**

57. Contained within the Leasing Agreement are clauses that affirmatively state that DEFENDANT MEIER, and @PROPERTIES as the designated agent, will not perform, visualize and/or participate in any background checks whatsoever (credit checks, prior criminal history, eviction, and identification referable to prospective tenants) as that effort will be undertaken **only**

by a third party. These stipulations are false and knowingly false. DEFENDANT MEIER performed and visualized background information as to Stanley Wright (AKA Floyd Suggs). DEFENDANT MEIER knew when she entered into the Leasing Agreement that she was going to engage in a background analysis referable to a prospective tenant for the PLAINTIFFS as she had done so on multiple prior occasions throughout her employment with @PROPERTIES. Additionally, it was part of the training that she had received with @PROPERTIES to engage in a background analysis.

58. The Leasing Agreement also provides that the DEFENDANTS will provide PLAINTIFFS a suitable tenant.

59. The provision of a suitable tenant communicates that DEFENDANTS will secure background information and make sure that the tenant is suitable for the PLAINTIFFS.

60. Furthermore, DEFENDANT MEIER specifically advised PLAINTIFFS that she would help PLAINTIFFS secure a qualified tenant, recognizing that she has seen prior “nightmare” situations in the past with “shitty tenants” that could be very “detrimental” and that she had the PLAINTIFFS’ best “interests at heart.”

61. Notwithstanding the content of the Leasing Agreement and MEIER’S specific representations as set forth above, DEFENDANT MEIER, on behalf of DEFENDANT @PROPERTIES, participated in a faulty background check as to Mr. Suggs.

62. Contained within the Leasing Agreement are purported and illegal exculpatory clauses and other references that affirmatively state that MEIER and @PROPERTIES cannot be liable for any actions undertaken relative to the performance of a background check and/or the provision of advice to PLAINTIFFS as to the quality and suitability of a proposed renter.

63. Thus, in summary, the deceptive scheme and/or scheme to defraud is as follows¹: DEFENDANT MEIER represented that she would provide PLAINTIFFS' a qualified tenant. She knew that Mr. Wright provided a social security number belonging to another person while at the same time she represented that Wright was a qualified/suitable tenant. DEFENDANT MEIER'S representations relative to suitability are supported by the stipulation in the Leasing Agreement that DEFENDANTS will provide a suitable tenant.

64. Also found in the leasing agreement, contrary to the DEFENDANT MEIER'S representations and actions, are stipulations that DEFENDANTS **will not engage in and/or visualize any background work whatsoever** relative to a proposed tenant and shall be **exculpated** from any such work they perform.

65. DEFENDANT MEIER had the duty to abstain from engaging in a deceptive scheme, falsifying information, and/or deceiving PLAINTIFFS. 815 ILCS 505/1 *et seq.*, the Consumer Fraud and Deceptive Business Practices Act ("the ACT").

The Arbitration Clause

66. The other deceptive scheme is found in the Arbitration clause.

67. Arbitration clauses limiting liability (precluding attorney fees, reducing damages, prohibiting punitive damages, and mandating confidentiality) are contrary to public policy and void. *See Bain v. Airoom, LLC*, 2022 IL App (1st) 211001; *Kinkel v. Cingular Wireless, LLC*, 223 Ill. 2d 1, 21 (2006); *Hwang v. Pathway LaGrange Prop. Owner, LLC*, 2024 IL App (1st) 240534; *Turner v. Concord Nursing & Rehab. Ctr., LLC*, 2023 IL App (1st) 221721.

68. The Leasing Agreement contains an arbitration clause that precludes the awarding of attorney fees and punitive damages and mandates confidentiality.

¹ This paragraph should be read in conjunction with the following section referable to the arbitration clause.

69. Arbitration clauses that provide expensive and unknown litigation costs are void as to public policy.

70. The Leasing Agreement provides expensive and unknown litigation costs in the form of arbitration with ADR systems. Though not disclosed, said litigation costs (filing, pre-trial, and trial) can readily exceed \$10,000.

71. Court costs in Cook County are traditionally no more than \$700.00 (approximately), including the filing of a jury demand.

72. @PROPERTIES inserted ADR systems into Leasing Agreement's Arbitration Clause to increase the costs of litigation and dissuade potential Plaintiffs from litigating cases against @PROPERTIES.

73. Neither the Arbitration stipulation in the Leasing Agreement nor the ADR System website provides the costs of litigation. One needs to investigate the matter with ADR Systems by requesting further information via phone and e-mail, providing an undisclosed mechanism to cause increased costs to be incurred by a potential Plaintiff in violation of Illinois law. *See Bain v. Airoom, LLC*, 2022 IL App (1st) 211001; *Kinkel v. Cingular Wireless, LLC*, 223 Ill. 2d 1, 21 (2006); *Hwang v. Pathway LaGrange Prop. Owner, LLC*, 2024 IL App (1st) 240534; *Turner v. Concord Nursing & Rehab. Ctr., LLC*, 2023 IL App (1st) 221721.

74. These clauses, *in toto*, were inserted in the Leasing Agreement to dissuade a potential plaintiff from prosecuting a cause of action against @PROPERTIES.

75. The exculpation clauses, designed to excuse willful and wanton misconduct as set forth above, are void, unconscionable, and contrary to public policy. *See Zimmerman v. Northfield Real Estate, Inc.*, 156 Ill. App. 3d 154 (1st Dist. 1986); *Bauer v. Giannis*, 359 Ill. App.

3d 897 (2d. Dist. 2005); *Dargis v. Paradise Park, Inc.*, 354 Ill. App. 3d 171 (2d Dist. 2004); *Falkner v. Hinckley Parachute Center, Inc.*, 178 Ill. App. 3d 597, 604 (2d Dist. 1989).

76. Thus, part of DEFENDANTS' scheme to defraud is to submit an unconscionable and illegal arbitration clause that is designed to keep DEFENDANTS' tactics from public scrutiny through illegal confidentiality and exculpatory clauses that stifle litigation and hide malfeasance.

77. Coupled with the above deceptive practice, DEFENDANTS sought to ensnare PLAINTIFFS into a contract where, along with their deceitful practice of offering a service in fact and denying that said service is offered (via contract) seeking to exculpate their actions in this regard, DEFENDANTS sought to impose an arbitration and exculpatory clause that violates Illinois public policy. The purpose of these clauses is to induce DEFENDANTS' clients to avoid litigation, for DEFENDANTS to avoid civil liability, and to keep DEFENDANTS' misconduct secret.

78. DEFENDANT @PROPERTIES has worked closely with their attorneys to create a Listing Agreement which seeks to perpetuate this fraudulent scheme.

79. The Listing Agreement has been illegitimately modified over the years by @PROPERTIES with the intention of improving the method by which it ensnares clients and potential clients with the deceitful practice of offering a service to insure the suitability of a potential tenant (including the provision of background information), recommendations regarding tenants, denying that this service is offered, seeking to exculpate @PROPERTIES' actions in this regard and the imposition of arbitration and exculpatory clauses that violate Illinois public policy. The purpose of these clauses is also designed to induce DEFENDANTS' clients to deter litigation and keep misconduct secret.

COUNT I

**Consumer Fraud and Deceptive Business Practices
(Against DEFENDANTS)**

80. PLAINTIFFS re-allege paragraphs 1 to 79.

81. DEFENDANTS violated 815 ILCS 505/1 *et seq.*, the ACT, by engaging in deceptive and unfair conduct and false pretenses.

82. DEFENDANTS used and employed deception, false pretense, false promises, misrepresentations, concealment, suppression, and/or omission of material facts, with intent that PLAINTIFFS rely upon said concealment, suppression, or omission of such material fact in the conduct of trade or commerce. *See* 815 ILCS 505/2.

83. PLAINTIFFS are entitled to recover compensatory damages, attorney's fees, and punitive damages that were proximately caused by the DEFENDANTS' violation of the ACT.

WHEREFORE, PLAINTIFFS pray that this Court grant the following relief:

- a) make a finding that the DEFENDANTS violated the ACT;
- b) award PLAINTIFFS compensatory damages in an amount greater than \$50,000.00;
- c) award PLAINTIFFS punitive damages;
- d) award PLAINTIFFS reasonable attorney's fees and costs;
- e) award PLAINTIFFS pre-judgment interest; and
- f) any other relief this Court deems just and proper.

Respectfully submitted,

s/Blake Horwitz
Plaintiffs' Attorney

Blake Horwitz, Esq.
The Blake Horwitz Law Firm, Ltd.
216 S. Jefferson St., Ste. 101
Chicago, IL 60661
Phone: (312) 676-2100
Fax: (312)445-8741
bhorwitz@bhlffattorneys.com

Exhibit A



EXCLUSIVE LEASING AND MARKETING BROKERAGE AGREEMENT
THIS DOCUMENT IS INTENDED TO BE A BINDING CONTRACT

THIS EXCLUSIVE LEASING BROKERAGE AGREEMENT ("Agreement") is effective as of the date it is fully executed (the "Effective Date"), by and between At World Properties, LLC d/b/a @properties ("@properties"), a licensed real estate broker, and Mathew & Megan Knapstein ("Owner"), the owner of real property ("Property") described below.

1. Property:

Address: 935 W Fry Street Unit No: City Chicago, State: IL Zip: 60642 County: Cook
Attached 2 car garage
Parking Space No: Parking is included in Base Rent (as defined below), if not included, parking is \$ per month
Storage Space No: N/A Storage is included in Base Rent (as defined below), if not included, storage is \$ per month
Property is currently vacant yes no (check one)

Owner directs @properties to have a third-party vendor run a credit report for Prospective Tenants. Subject to the restrictions and limitations herein, Owner requests that @properties have a third-party vendor run the following reports for each Prospective Tenant (defined below):
Criminal** (see below for Cook County ONLY) Eviction (check all that are requested).

** PURSUANT TO § 42-38 OF THE COOK COUNTY HUMAN RIGHTS ORDINANCE, CRIMINAL HISTORY INFORMATION CANNOT BE CONSIDERED IN THE TENANT SCREENING PROCESS FOR COOK COUNTY PROPERTIES UNTIL AFTER ALL OTHER TENANT SCREENING CRITERIA HAVE BEEN MET. DENIAL OF APPLICATIONS FOR RENTAL HOUSING BASED ON CRIMINAL HISTORY MAY SUBJECT THE OWNER TO LIABILITY FOR NON-COMPLIANCE AND APPLICANTS ARE AFFORDED AN OPPORTUNITY TO DISPUTE SUCH A DENIAL. SEE PARAGRAPH 8 BELOW FOR MORE INFORMATION.

2. Rent: Owner seeks to lease the Property for a term of 12-18 months (the "Rental Term") for \$3700 per month for the Rental Term (the "Base Rent") with a \$ 3700 security deposit (the "Security Deposit") and/or \$N/A move-in fee, both or either of which may be collected by @properties on behalf of Owner. In the event that the Rental Term is greater than one (1) year, Owner shall provide @properties a written rental schedule for each additional year of the Rental Term (the "Rental Schedule").

3. Term: The term of this Agreement ("Term") shall commence on the Effective Date and shall terminate upon the earlier of: (i) the execution of a lease for the Property (the "Property Lease"); (ii) the Closing (as defined below) of the sale of the Property (as defined below); or (iii) one (1) year from the Effective Date. Upon expiration or termination, all obligations of both parties shall cease except as otherwise set forth herein; provided, however, such termination shall not affect Owner's obligation to pay (or cause @properties to be paid) any and all Leasing Commissions (as defined below) or Property Sale Commissions (as defined below), along with all other amounts due @properties hereunder. In the event that there exists a generally applicable statute, law, regulation, ordinance, order, or decree that prohibits or otherwise adversely affects the provision of brokerage services under this Agreement, including, without limitation, so called "shelter-in-place" or "stay-at-home" governmental orders (any of the foregoing, a "Governmental Restriction"), the Term shall automatically be extended by one (1) day for each day such Governmental Restriction is in effect.

4. n/A

@properties' Commission: In the event Owner enters into a Property Lease with a tenant during the term of this Agreement, Owner shall pay @properties a rental commission equivalent to one (1) months' rent ("Rental Commission") and \$100 plus \$ additional marketing expenses (collectively, the "Additional Rental Fee"). In the event the term of a lease is for more than one year, @properties shall be paid, in addition to the Rental Commission, a sum equal to one (1) months' rent for each subsequent year, set forth in the Property Lease (the "Additional Rental Commission"). If this Agreement expires or is terminated for any reason, Owner shall immediately pay to @properties the Additional Rental Fee prior to such expiration or termination being effective. The Rental Commission, Additional Rental Fee, and Additional Rental Commission are referred to collectively as the "Commission". The Commission shall be due and payable immediately upon execution of a Property Lease. Owner agrees that @properties shall collect the Commission from the first month's rent check, which shall be payable by the Approved Tenant to @properties and shall be collected by @properties. Owner agrees to execute a "First Month's Rent Receipt" confirming receipt of the payment of the first month of rent from the Approved Tenant. If the Commission is greater than the first month's rent check payable by the Approved Tenant, Owner agrees to pay such difference to @properties in the form of a certified check immediately upon the Approved Tenant's execution of the Property Lease. The full Commission shall be due and payable to @properties regardless of whether the tenant is procured by @properties. Likewise, any default by Tenant, including failure to pay rent, shall not affect the Commission due hereunder. @properties' licensees cooperate with Illinois licensees internally and externally. @properties is hereby authorized to share the Commission with any cooperating brokers regardless of the cooperating broker's agency relationship to Owner.

5. Designated Agency: The parties agree that Laura Meyer (broker) affiliated with @properties, is (are) Owner's exclusive designated legal agent(s) ("Designated Agent") under this Agreement. Owner understands and agrees that the Designated Agent @properties and the other licensed real estate broker, if @properties election, @properties may require Owner to pay to @properties the Additional Rental Fee to a Designated Agent is no longer willing or able to perform the services required hereunder or no longer associated with @properties.

Owner Initials: MK Mk

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6. Potential Dual Agency: The Designated Agent (“Licensee”) may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge he/she/they were informed of the possibility of this type of representation. Before signing this document please read the following:

REPRESENTING MORE THAN ONE PARTY TO A TRANSACTION PRESENTS A CONFLICT OF INTEREST SINCE BOTH CLIENTS MAY RELY UPON LICENSEE’S ADVICE AND THE CLIENT’S RESPECTIVE INTERESTS MAY BE ADVERSE TO EACH OTHER. LICENSEE WILL UNDERTAKE THIS REPRESENTATION ONLY WITH THE WRITTEN CONSENT OF ALL CLIENTS IN THE TRANSACTION. ANY AGREEMENT BETWEEN THE CLIENTS AS TO A FINAL CONTRACT PRICE AND OTHER TERMS IS A RESULT OF NEGOTIATIONS BETWEEN THE CLIENTS ACTING IN THEIR OWN BEST INTERESTS AND ON THEIR OWN BEHALF. YOU ACKNOWLEDGE THAT LICENSEE HAS EXPLAINED THE IMPLICATIONS OF DUAL REPRESENTATION, INCLUDING THE RISKS INVOLVED, AND UNDERSTAND THAT YOU HAVE BEEN ADVISED TO SEEK INDEPENDENT ADVICE FROM YOUR ADVISORS OR ATTORNEYS BEFORE SIGNING ANY DOCUMENTS IN THIS TRANSACTION.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material defects in the property that are known to the Licensee. 4. Disclose financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant to arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client’s permission. 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If you are uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to initial this section below unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By initialing below, you acknowledge that you have read and understand this form and voluntarily consent to Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary. You are not required to accept this section unless you want to allow the Licensee to proceed as a dual agent in the transaction. By checking “Yes,” initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to the Licensee acting as Dual Agent (that is, to represent BOTH Owner and the purchaser or tenant) should that become necessary.

Yes No (check one) mK Mk (initial here, if yes)

7. Duties and Representations of @properties: During the Term of this Agreement, @properties agrees to exercise commercially reasonable efforts to lease the Property to a suitable tenant. In addition, @properties, through one or more sponsored licensees shall provide the following services: (a) accept delivery of and present to you all offers and counteroffers to buy, sell, or lease the Property; (b) assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices, and contingencies. @properties will also obtain applications from prospective tenants (each a “Prospective Tenant”) and present Prospective Tenants, approved by Owner (the “Approved Tenant”), with a lease form (to be approved by Owner) for execution by Owner.

8. Duties and Representations of Owner: Owner warrants that it is Owner of merchantable title to the Property and has the power and authority to enter into this Agreement and lease the Property. Owner agrees that @properties is its exclusive rental agent for the Property and that Owner shall not appoint or hire any other person or entity to provide similar leasing services in relation to the Property or list the Property on any rental listing websites (e.g., domu.com, chicagoapartmentfinders.com) or through any similar service (e.g., Apartment People, Chicago Apartment Hunters). During the Term of this Agreement, Owner agrees to: (a) fully cooperate with @properties and Designated Agent; (b) exercise the utmost good faith in considering Prospective Tenants; (c) assume all obligations and costs associated with the Property, including, but not limited to, assessments, mortgages, taxes, maintenance, and utilities; (d) refer all leasing or purchasing inquiries related to the Property to @properties and the Designated Agent; (e) allow inspection of the Property and entry by @properties, the Designated Agent and/or cooperating brokers (whether alone or accompanied by the Designated Agent) for the purpose of showing the Property to Prospective Tenants; (f) unless otherwise provided herein, obtain and review all credit, criminal, eviction, and/or other background checks on Prospective Tenants; and (g) immediately execute a lease upon the selection of an Approved Tenant. Owner understands and agrees that various laws and ordinances apply to the rental of residential real estate. These laws and ordinances address the rights and responsibilities of the parties under a lease, set forth required disclosures, provide requirements for administration of a lease during and after its term and offer remedies and consequences for failure to comply with applicable laws. Additionally, these laws and ordinances, particularly those relating to security deposits, are complex and often do not contain the right to cure violations and must be performed in strict compliance with the standards prescribed therein. Failure to adhere to these laws and ordinances can result in a tenant’s right to cancel the lease and/or recover damages, fines and attorney’s fees. Owner should seek advice of legal counsel to ensure compliance with such laws and ordinances. For owners in the County of Cook, City of Chicago, Evanston or other counties or municipalities with landlord/tenant ordinances, it is recommended that these owners read the applicable ordinances and seek legal counsel. Owner agrees and acknowledges that @properties has not given Owner any legal advice and Owner is not relying on any advice from @properties relating to any forms or disclosures or laws or ordinances relating to the Property Lease and/or tenancy.

Owner covenants and agrees to provide to the Approved Tenant the following, to the extent applicable or required by law: (i) a lease, that includes a summary of the Landlord and Tenant Ordinance and Security Deposit Summary, the name and address of the financial institution, located in Illinois, where the Security Deposit, if any, is held and Owner’s contact information and address; (ii) Security Deposit receipt; (iii) “First Month’s Rent Receipt”; (iv) lead-based paint hazard disclosure; (v) radon disclosure; (vi) heating cost disclosure; (vii) bedbug disclosure, and (viii) any lease riders, addenda or other disclosures required by applicable laws. Owner acknowledges that @properties may make certain of the foregoing forms and disclosures available to Owner for Owner’s convenience. Owner accepts such forms and disclosures with the express understanding that: (i) Owner is solely

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responsible for use of these forms, (ii) @properties does not represent, warrant, or guarantee the legal compliance of these forms and disclosures, (iii) @properties has no expertise in the legal compliance of said forms and disclosures, and (iv) any questions regarding the forms and disclosures should be addressed by Owner's legal counsel. Owner understands that this list of forms and disclosures above may not be a complete list and is merely a guide. Owner hereby waives all claims against and releases @properties and the Indemnified Parties (defined below) from liability related to any forms and disclosures provided by @properties and Designated Agent and Owner agrees to defend and hold harmless @properties and the Indemnified Parties for providing any such forms and disclosures and from any potential claims that might result from their use.

While @properties may collect the Security Deposit for the convenience of and/or at the request of Owner, the Security Deposit will be delivered to Owner. Owner agrees that the Security Deposit is the sole responsibility of Owner and that @properties shall have no responsibility or liability in any way relating to the Security Deposit. If the Property is in Cook County, Chicago, Evanston, or Oak Park, or any other jurisdiction with municipal or county ordinances governing leasing of residential dwelling units, Owner acknowledges that Owner is aware of the ordinance of the county or municipality in which the Property is located and the requirements regarding payment of interest on security deposits and that Owner may be required to keep Security Deposits in a separate Illinois bank account and provide the applicable tenant with the bank name and branch address on the applicable lease and Security Deposit receipt.

Owner further agrees that @properties does not have any duty with respect to the management, maintenance, upkeep, protection, or repair of the Property or personal property therein and that @properties is acting solely as an independent contractor and that nothing in this Agreement constitutes or should be construed as creating a partnership, joint venture or any employer-employee relationship between Owner and @properties.

Owner additionally acknowledges that upon request of Owner, @properties will provide Owner and Prospective Tenants with access to a third-party vendor that will provide credit, criminal, and eviction checks on Prospective Tenants to Owner (at Prospective Tenant's cost) (the "Third Party Vendor"). Owner acknowledges and agrees that: (i) the Third Party Vendor will e-mail the requested credit, criminal, and eviction reports directly to Owner at the e-mail listed below and not to @properties and that Owner has the sole responsibility to ensure that it receives the above requested reports and verifies the identity of the Prospective Tenant; (ii) @properties, which will not be sent copies of these reports, makes no representations and provides no warranty as to the accuracy of the credit, criminal, or eviction reports or the credit-worthiness or identity of any Prospective Tenant; (iii) Owner is solely responsible for making any determination as to the credit-worthiness, character and fitness of any Prospective Tenant and approving the Prospective Tenant whether or not Owner uses the Third Party Vendor; (iv) all Prospective Tenant applications are taken online through the Third Party Vendor's website and such applications are not taken in person by @properties; and (v) if Owner elects not to use the Third Party Vendor and uses a different application and/or vendor for credit, criminal, or eviction checks on Prospective Tenants, Owner does so at Owner's sole risk. IF OWNER REJECTS A PROSPECTIVE TENANT BASED ON INFORMATION CONTAINED IN THE CREDIT REPORT, OWNER IS REQUIRED BY LAW TO SEND THE PROSPECTIVE TENANT AN ADVERSE ACTION NOTICE STATING THE REASON(S) FOR SUCH REJECTION. @properties is not responsible for completing or sending this or any other required notice(s).

If the Property is located in Cook County, Illinois, Owner acknowledges and agrees that the Third-Party Vendor provides access to criminal background checks through a two-step procedure and that if Owner desires to obtain criminal background checks on applicants, @properties has advised Owner to contact legal counsel to ensure compliance with the Cook County Just Housing Amendment Ordinance (the "Just Housing Amendment"). Owner acknowledges and agrees that @properties and the Indemnified Parties shall have no obligations to Owner with regard to legal compliance with the Just Housing Amendment, all of which shall be Owner's responsibility and obligation. Owner agrees not to request assistance with Just Housing Amendment compliance from @properties or the Indemnified Parties and agrees to seek the counsel of its attorney with regard to rejecting a Prospective Tenant based on criminal history information. OWNER HEREBY WAIVES ALL EXISTING AND FUTURE CLAIMS AGAINST AND RELEASES @PROPERTIES AND THE INDEMNIFIED PARTIES (DEFINED BELOW) FROM ALL LIABILITY RELATED TO PERFORMING CRIMINAL BACKGROUND CHECKS AND OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS @PROPERTIES AND THE INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS THAT MIGHT RESULT FROM ANY SUCH CRIMINAL BACKGROUND CHECKS PERFORMED BY OWNER, AND/OR A DECISION BY OWNER TO REJECT A PROSPECTIVE TENANT BASED ON A CRIMINAL BACKGROUND CHECK, INCLUDING PAYING REASONABLE ATTORNEYS' FEES.



Owner also agrees that: (a) Owner is solely responsible for safeguarding all personal property at the Property; (b) @properties has no duty to safeguard the Property or personal property at the Property; and (c) Owner waives, discharges and holds @properties and the Indemnified Parties harmless for any and all claims arising out of or relating to the Property or personal property located at the Property.

After the Property has been vacated and on or before the date that an Approved Tenant takes possession of the Property, Owner shall change or rekey the immediate access point(s) to the Property or the Approved Tenant's individual dwelling unit within the Property unless Owner provides the Approved Tenant the right to change or rekey the Property or the Approved Tenant's individual dwelling unit within the Property pursuant to the Property Lease.

Owner hereby authorizes @properties and Designated Agent to place an electronic or combination lock box on the Property for the purpose of keeping a key to the Property for access by cooperating real estate agents. Owner shall hold @properties, the Indemnified Parties, and any MLS of which @properties is a participant harmless from any and all liability, claims, judgments, obligations or demands including, without limitation, reasonable attorneys' fees, resulting from Owner's authorization to use a "lock box."

The Illinois Firearm Concealed Carry Act (430 ILCS 66/1 et. seq.) provides that private property owners have the right to prohibit persons with concealed and carry permits from bringing firearms onto their property, subject to the requirements thereunder. Owner agrees that it has complete and full responsibility with respect to firearms on the Property and will follow all necessary legal requirements governing firearms on the Property. Owner further agrees that @properties has no duties and/or responsibilities with respect to firearms on the Property and agrees to fully indemnify @properties and the Indemnified Parties for any damages relating to firearms allowed on the Property by Owner.

Owner also agrees and acknowledges that if Owner has any sound and/or video recording devices at the Property (i.e. Nest) that Owner shall comply with all state, local and federal rules regarding eavesdropping and shall not provide @properties or its agents with any information obtained through any such eavesdropping.

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9. Sale of Property: If during the Term or within 90 days after the Term expires, Owner executes a real estate purchase contract, right of refusal, or other option agreement providing for the sale of the Property (any of the foregoing, a "Purchase Contract"), and Owner subsequently consummates the Closing (as defined herein), even if said Closing occurs after the Term expires, Owner shall pay to @properties a commission equal to six percent (6%) of the Purchase Price of the Property ("Property Sale Commission") as set forth in the Purchase Contract. If Owner executes a Purchase Contract relating to the Property with the Approved Tenant (or with any person, entity or trust related to or affiliated with the Approved Tenant), and subsequently consummates the Closing, even if said Closing occurs at any time after the Term, Owner shall pay the Property Sale Commission to @properties. Payment to @properties of the Property Sale Commission shall be disbursed from the closing escrow, and payment shall be made simultaneously with the disbursement of proceeds of sale. As used herein, the term "Closing" shall mean the time at which the proceeds from the sale of the Property are disbursed to or at the direction of Owner or Owner's lender and a deed is delivered to the purchaser of the Property. This Section 9 shall survive the expiration or termination of this Agreement.



10. Indemnity: To the extent permitted by law, Owner agrees to indemnify, defend and hold @properties, its licensees, agents, employees, managers, members, shareholders, directors, officers and successors (collectively, the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Owner to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Owner to @properties or purchaser; (c) any dispute between Owner and purchaser or any third party, or a dispute between any third party and @properties arising out of performance of this Agreement; (d) a Security Deposit; (e) any lease form or other forms or disclosures made available to Owner by @properties; (f) breach by Owner of the terms of this Agreement or any applicable laws, statutes, or ordinances, including local or state landlord-tenant ordinances; and (g) Owner's use of a provider other than the Third Party Vendor, for application and credit, criminal, or eviction checks on Prospective Tenants. To the extent permitted by law, @properties' liability for any breach of this Agreement or for performance of its duties hereunder shall be limited to the amount of compensation actually received by @properties under this Agreement. This Section 10 shall survive expiration or earlier termination of this Agreement.

11. Dispute Resolution: For purposes of reducing the cost to each party of dispute resolution, the parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by either party, shall be resolved by arbitration, with a single arbitrator, through ADR Systems commercial arbitration procedures with the arbitration to be held in the Chicago office. The parties agree to be bound by any award rendered by such arbitrator and further agree that judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by the ADR Systems to facilitate any arbitration. Should ADR for any reason be unable to hear or administer the dispute, the parties agree to proceed before another alternative dispute resolution organization or before a mutually acceptable arbitrator. Only individual claims may be brought. Owner agrees not to bring or participate in a class action arising out of or related to this Agreement or relationship between the parties, all such rights hereby being waived. The arbitration proceedings shall be confidential. ALL RIGHTS TO A JURY TRIAL ARE HEREBY WAIVED. This Agreement shall be governed by the Illinois Uniform Arbitration Act, 710 ILCS 5/1. If any provisions of this section are found to be invalid, the rest will remain in full force and effect. Either party may enter judgment on the award in any court. If required to enforce this Agreement in court, the enforcing party shall be entitled to its attorneys' fees and costs incurred in doing so.



12. Notices: Any notice under this Agreement shall be deemed given and received (a) if given by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email specified by the Designated Agent during normal business hours and confirmation of complete receipt is received during normal business hours, (b) if hand delivered against receipted copy, when the copy thereof is receipted, or (c) if given by a recognized overnight delivery service, the day on which such notice, request, or other communication is actually received at the address set forth by the Designated Agent or such other address as such intended recipient may give notice from time to time.

13. NON-DISCRIMINATION: IT IS ILLEGAL FOR EITHER OWNER OR @PROPERTIES TO REFUSE TO DISPLAY, SELL OR LEASE TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G., RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM THE MILITARY SERVICE, ORDER OF PROTECTION STATUS, SECTION 8 / INCOME STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT AND AGREE TO COMPLY WITH THE SAME. OWNER AND @PROPERTIES ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS OR FAIR HOUSING ORDINANCES AND AGREE TO COMPLY WITH THE SAME.

14. Multiple Listing Service ("MLS"): MLS rules require @properties to input the Property into the MLS within 48 hours of the execution of this Agreement. However, to gain the best possible market exposure, @properties recommends completing all marketing activities prior to listing the Property in the MLS. If Owner does not want the Property inputted in the MLS within 48 hours, Owner should set forth the date to have the Property inputted into the MLS by adding a date and initialing below. If Owner would like the listing to be exempt from the MLS during the entire listing period provided for in the agreement, Owner must complete and sign the form provided by MRED, "Seller's Listing Exemption Addendum". Unless noted otherwise, @properties will publish the MLS listing of the Property and compensation offered to the cooperating broker within 48 hours of the full execution of this Agreement in accordance to MLS guidelines.

  (initial here) If not within 48 hours, date to input Property into MLS: _____

15. Promotion and Advertising: @properties is hereby authorized to promote and advertise the Property in all ways @properties deems appropriate, in its sole discretion, including but not limited to (i) displaying "for rent" and "open house" signs on the Property, (ii) promoting the Property on @properties' website, social media and on other websites hosted by third parties and through any other advertising medium which @properties may subscribe to or otherwise use, and (iii) distributing information by mail or and electronic mail. @properties is hereby authorized to release information as to the amount of the lease rate, sale price, type of financing, and number of days before the Property was sold or leased to any MLS in which @properties participates. Owner acknowledges that @properties is prohibited from placing a sign on the Property until after the Property has been listed in the MLS.

Owner Initials:  

16. Representation of Others: Owner understands and agrees that @properties and Designated Agent may from time to time represent or assist other owners who may be interested in leasing or selling property to the buyers or tenants with whom they have an agency agreement or with whom they are working with as a customer. Owner consents to @properties and Designated Agent’s representation of other owners before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon @properties or Designated Agent’s representation or assistance of other owners who may be interested in leasing or selling property to the buyers or tenants with whom they have a buyer agency agreement or with whom they are working with as a customer.

17. General: All indemnities, limitations of liability, and waivers of claims herein by the parties hereto shall survive expiration or earlier termination of this Agreement. This Agreement (a) may not be amended, modified or terminated except by written instrument signed by all parties; and (b) shall be binding upon and inure to the benefits of the parties hereto and their respective executors, administrators, heirs, personal representatives, successors, grantees and assigns. This Agreement may be executed in multiple counterparts and Owner’s signature hereon acknowledges that Owner has received a signed copy. Any party may sign a counterpart of this document by electronic means, and any counterpart so signed shall be deemed as an original. All amounts due hereunder not paid when due shall accrue interest beginning on the date due at a rate of the lesser of (x) the maximum amount allowable by law or (y) one and a half percent (1.5%) per month and Owner shall pay to @properties all costs of collection and attorneys' fees. In the event Owner breaches this Agreement, Owner shall pay to @properties the Commission calculated based on the asking rent, to compensate @properties for time, expenses and services rendered in marketing the Property. A party’s failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

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DocuSigned by: Matthew Knapstein
Owner Signature: _____
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DocuSigned by: Megan Knapstein
Owner Signature: _____
29D9A2538AD949D...
Date: 8/28/2021
Owner Name(s) (print): Matthew Knapstein
Address: 459 Pinewoods Drive
City: Barrington State: IL Zip: 60010
Phone: 773-517-5811
Primary Email: matt.knapstein@mercercor.com

At World Properties, LLC d/b/a @properties
DocuSigned by: Laura Meier
Designated Agent Signature : _____
958069CD481749E...
Designated Agent Name (print): Laura Meier
Designated Agent MLS ID: 158961
Designated Agent Email: lmeier@atproperties.com
@properties Office: 900 N Michigan Ave, Ste 800, Chicago 60611
Managing Broker Signature: _____
Managing Broker Name (print): Rick Sobin
Date: _____

@properties will send applications for Prospective Tenants to the email address above

Owner Name(s) (print): Megan Knapstein
Address: _____
City: _____ State: _____ Zip: _____
Phone: 708-912-9974
Email: bigosmeg@yahoo.com

Owner Initials: mk Mk