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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT A

Verified Statement of Phillip Bleicher

Statement under 735 ILCS 5/1-109, with Attachment 1 (the first four pages of his text-message thread with Michael Federow, August 3–26, 2022) and Attachment 2 (the August 2022 Craigslist advertisement for Unit #3 North).

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation,	)	No. 25 CH 10558
Plaintiff,	)	Calendar No. 64
v.	)	Hon. James A. Wright
THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS,	)	2701-09 W. Fulton St., Chicago, IL 60612
Defendants.	)	

VERIFIED STATEMENT OF PHILLIP BLEICHER

I, Phillip Bleicher, state as follows. I have personal knowledge of the facts below, except where I say I was told something by another person, and I could testify to them if called.

Unit 3N and the lease

1. I have lived in Unit 3N at 2705 W. Fulton Street, Chicago, since August 2022. It is my home. My ComEd and Peoples Gas accounts for the unit are in my name. Shortly after I moved in, each company sent a representative to inspect the unit and changed the account from commercial to residential service. My driver's license and ID have shown this address since 2022. The unit has three floors, a full kitchen with a gas hookup for a stove, a full bathroom with a shower, and a garage. I have not bought a stove. When Peoples Gas inspected the unit, it made sure the kitchen had a gas hookup for a stove. I cook, eat and sleep there, and I also work there.

2. In 2022 Christian Black and I owned CDM Media, Inc., a Florida corporation, together, and Mr. Black was its president. I am now its sole owner, and since 2026 its president. Mr. Black and I rented Unit 3N so that I could live there. That was always the plan, and Mr. Federow knew it. We found the unit through Mr. Federow's Craigslist advertisement, which described it as a "Commercial Loft with Garage" "designed to meet commercial needs with a possible work/living arrangement on 3 floors," with "2 baths with shower," and gave 773-893-5404, Mr. Federow's number, which Mr. Black used to text him (Exhibit B, Attachment 1). Mr. Black and I toured Unit 3N with Mr. Federow on July 25, 2022. I went back for a second look on August 2, 2022, and picked up the rental application. On the tours Mr. Federow made clear that we could live there. He showed us the kitchen and the dishwasher; there was no stove in the unit then, but he said the previous tenant had one and showed us the gas hookup for a stove. He showed us the bathroom with the shower on the third floor, the living area. I saved a screenshot of the advertisement on August 2, 2022. (Attachment 2.) On August 8, 2022, Mr. Federow texted

that he needed a letter of intent that "just tells me your company name and what you wanna do with the space." On August 9, before the lease was signed, we sent it to him by email, on CDM Media letterhead, signed by Mr. Black, and also texted him a picture of it. It states: "I will use the space as a live/work space." (Exhibit C; Attachment 1, pages 2–3.) That week Mr. Federow also texted that we should plan to move in: on August 10, "You are going to get in there before the week and make plans," and on August 11, "To receive your keys will bring in a the first month rent of 3385 cashiers check made to Byron and Scottch llc." (Attachment 1, pages 3–4.) Attachment 1 is the first four pages of the export of my text-message thread with Mr. Federow, which runs from August 3, 2022 to September 2026.

3. In early August 2022 we agreed with Mr. Federow to rent the unit. On August 4, CDM Media bought a Chase cashier's check for the $5,077.50 deposit. Mr. Black and I had completed the rental application together, and that day we brought the application and the deposit check to Mr. Federow (Attachment 1, pages 1–2). Mr. Federow called it a "security key deposit"; the lease calls it a "key deposit" (Lease ¶¶ 1, 15). On August 12, Mr. Black and I came with a second Chase cashier's check for the first month's rent, to get the keys and move in; we had a moving truck ready. Both checks were payable to Byron & Scottch, LLC. On August 12 Mr. Federow asked to see identification from both of us: we each showed our state ID, and mine showed my Chicago address; and he took them into the back to copy them before bringing out the lease. Mr. Federow had prepared the lease with Mr. Black's name already typed on page 1 as lessee (spelled "CHRSTIAN BLACK"), CDM Media Inc as the business to be conducted, and a signature line for Mr. Black only. We had meant the lease to be with CDM Media, Mr. Black and me. Because the lease named CDM Media, our company, and because we did not want to wait any longer to move in, I agreed that Mr. Black would sign it. He signed it that day, and we received the keys. (Exhibit D, pages 1–6 of the lease as signed.) Mr. Federow did not have us sign two originals. He took the signed lease into the back, copied it on his copy machine, and gave us the copy. I hold that copy. The lease was signed for the lessor above the printed name "Travis Lofton." Neither Mr. Black nor I have ever met or dealt with anyone by that name; the only person we dealt with was Mr. Federow. At the signing I asked Mr. Federow to add my name to the lease. He said he would, but he never did and never followed up. Because the lease named CDM Media, and because from the day we took possession the unit had problems with the HVAC, the heat and the water, adding my name was the last thing on my mind, and I did not press it. No one has ever told me where the deposit is held.

4. CDM Media, Inc. paid the rent for Unit 3N, $3,385 a month, by check every month from August 2022 through July 2026. I signed the checks. Mr. Federow's company accepted every one; its invoice to Unit 3N dated May 15, 2026 says "THANK YOU FOR YOUR LAST PAYMENT." Mr. Black has never lived in the unit; he stays there only occasionally, when I am traveling. Mr. Federow has always known that I live there and has always addressed me as "Phil." On June 10, 2026, at Mr. Federow's request, I met with Mr. Federow and his attorney, Robert Acri, in the second-floor office at 2701 W. Fulton. They asked me to fill out a rental application for a new lease. That afternoon Mr. Acri emailed me the application and wrote that "we no longer need a security deposit but instead will need a key deposit." I did not fill it out or sign anything. At no time during the meeting did either of them call me Christian Black or refer to me as Mr. Black. When I asked him for a copy of the current lease, he answered that a lease would be sent once a background check was done.

5. The Receiver's September 22 notice demands $23,950.88. The only source I can identify for that figure is Mr. Federow's invoices. CDM Media asked Mr. Federow's company in writing for copies of its invoices and an accounting contact on January 31 and February 24, 2023; wrote on March 31 and May 1, 2023 that "we have questions about some of the charges and would like a clear accounting"; and wrote on November 8, 2023 that the invoices showed rent as unpaid for months that had been paid. Those letters went with the rent checks and were never answered. Mr. Federow served no notice of any kind about rent until August 5, 2026, when he served a 30-day notice claiming $20,310.

The tenants' letters

6. In July 2026 I organized the building's tenants. On September 16, 2026 the tenants sent the Receiver a letter, which I drafted and which the tenants of six units, including me, signed, by FedEx and email; it gives each tenant's name and unit, requests building records, and describes life-safety conditions, including the September 3 carbon-monoxide event and gas shut-off (Exhibit F, § 3(g)). On September 17 I sent the Receiver my own letter, copied to the bank's counsel (Exhibit G). Other than sending the Court's Order by email on September 17, the Receiver has not answered either letter.

No heat

7. On September 3, 2026, the carbon-monoxide detectors in the building activated after work on the furnace of the neighboring unit. The Chicago Fire Department evacuated the building and shut off the gas, and Peoples Gas tagged the furnace serving my unit (caution tag no. 321893) and cut its power (Exhibit N). The furnace has not operated since, and my unit has had no heat since September 3. On the night of September 22 the temperature inside the unit was in the 50s. During the Receiver's September 22 inspection I told him about the September 3 event and the gas shut-off. At 9:32 a.m. on September 24 I gave him written notice by email that my unit had no heat, and at 10:14 a.m. I gave him my phone number and offered same-day access for the repair (Exhibit O). As of the date I sign this statement, no contractor has called me or come to repair the furnace, and my unit still has no heat.

The September 22 inspection and notice

8. On September 22, 2026, I admitted the Receiver, Daniel Hyman, and a man he introduced as Shawn Wagner to Unit 3N and walked them through every floor. The visit was recorded, and I said at the start that it was being recorded; the recording is preserved. At the end of the visit Mr. Hyman handed me a Notice of Termination for Non-Payment of Rent, already filled out, dated September 22, 2026, addressed to "Christine Black" and unknown occupants, demanding $23,950.88 within five days (Exhibit J). There is no Christine Black. When I asked whether it was for non-payment of rent, he said "Correct … among other reasons." About an hour later he read the amount aloud to me in the hallway as "twenty-three thousand nine hundred fifty dollars and eighty-eight cents."

The notice to occupants

9. The only notice about the receivership I have received is the Receiver's August 31 letter addressed to "Valued Tenant" (Exhibit H). Two men from the Receiver's management company handed me a copy on September 4. On Saturday, September 5, at about 11:28 a.m., my front-door camera recorded Mr. Federow putting a second copy in my mailbox; the recording is preserved. The letter does not name me, does not say that the building is in foreclosure, does not

contain the words "This is NOT a notice to vacate the premises," and gives a case number but not the case name or the court. The Receiver's September 17 email to the tenants attached a "turnover letter" addressed to tenants of four other buildings, with two other case numbers; the next morning he wrote that "that was a defective notice attached" (Exhibit I). No notice has been posted on the door of my unit. My cameras cover the building's common doors and hallways near my unit, and I have seen no notice posted on any unit door, and no tenant has told me of one.

September 24

10. On September 24 the Receiver answered my notice about the heat as shown in Exhibit O, which is the email thread as it appears in my account. At 1:03 p.m. he attached a document he called my lease. I compared it page by page with the signed lease I hold. It is not the lease that was signed on August 12, 2022; the differences I found are shown side by side in Exhibit E. At 3:39 p.m. and again at 6:22 p.m. he asked me to vacate. No one had ever asked me to leave my home before. I will not leave it unless the Court orders me to.

11. On September 25, 2026, CDM Media, Inc. wrote its check no. 3748 for $3,385, payable to "Daniel J. Hyman as Receiver # 25CH10558," memo "Under Protest 2705 W Fulton #3N - Sept 2026," for September 2026 rent (Exhibit Q). I have not delivered it, because the Receiver has not served the notice the law requires before he may collect rent. The September rent is set aside and ready to be paid, and will be paid to the Receiver as soon as that notice is served, or as the Court directs.

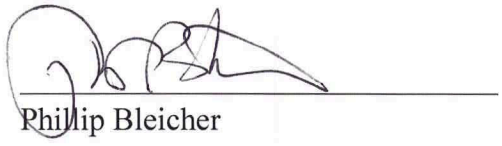
Other units

12. On September 22 I learned that the Receiver had served five-day notices the same day on Unit 9PH (the penthouse) for $10,389.15 and on Unit 6S for $5,581.83. An occupant of Unit 6S sent me photographs of that unit's notice and of Mr. Federow's August 20, 2026 invoice to 6S (Exhibits L and M). I added the invoice's line items; they total $5,357.00, not the $5,581.83 on the invoice and the notice. That occupant told me that the Receiver's representatives said they would not honor 6S's $5,900 deposit because Mr. Federow had not given them the money. The same occupant told me that the Receiver's representatives would not continue 6S month to month, and offered a new lease of 18 months, or to June, with a 10% increase. The occupant of Unit 9PH told me by phone after her inspection that the Receiver said her unit was "essentially not livable" and that she needed to find another place to live.

13. I have offered, and continue to offer, the Receiver access to my unit on two days' notice, and on the same day for the furnace repair. On the morning of September 25, 2026, Fire Department inspectors walked through the building with the Receiver's representatives, and Mr. Federow was at the building at the same time. I was home that morning. No one rang my doorbell, knocked or asked me for access to Unit 3N that day. Mr. Federow was at the building again on September 26, 2026. The first-floor rear corridor, which is the building's exit path, still has stored materials and debris in it, and its doors are locked.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Date: September 28, 2026



Phillip Bleicher

ATTACHMENT 1 TO THE VERIFIED STATEMENT OF PHILLIP BLEICHER (page 1 of 4)

Text messages between Mr. Bleicher's phone and Michael Federow, August 3–26, 2022 (first four pages of the iMessage export). Right-hand (blue) messages were sent from Mr. Bleicher's phone; left-hand messages are Mr. Federow's.

iMessage
Encrypted

Aug 3, 2022 at 3:34 PM

This Is Christian and Phillip about the 2705 W Fulton St property - the Key Deposit that you requested would that be considered a security deposit for when we rent the unit or what happens to that?

Commercial is a key deposit when you give me my key back and get your deposit back

OK thanks, we will be by tomorrow before noon with the application and deposit. And if approved we would like to move as soon as possible - thank you

My opening tomorrow is 1030 at that building

Perfect we will see you at 10:30a

Text on the way

Sounds good thank you

Aug 4, 2022 at 10:33 AM

Good Morning, just confirming to stop by with the application and cashiers check at 10:30

K

Hey so the 2nd page "Request for Certificate Insurance" at the bottom says "I may forfeit my entire security deposit" are you saying that if my application is denied and/or no lease is granted that I forfeit my key deposit?

No that's not what it says

It states if you fraud us in this application you can possibly lose your deposit

If the application is denied you will be receiving your deposit back is there a reason why you'll be denied

You're not a mass murderer are you

ATTACHMENT 1 TO THE VERIFIED STATEMENT OF PHILLIP BLEICHER (page 2 of 4)

Text messages between Mr. Bleicher's phone and Michael Federow, August 3–26, 2022 (first four pages of the iMessage export). Right-hand (blue) messages were sent from Mr. Bleicher's phone; left-hand messages are Mr. Federow's.

Lol

Lol ok just making sure, this is my first commercial lease thats why I ask - see you soon

Absolutely you should ask all those questions

I'm here to help just ask

Ok thank you

We will be there shortly at bank getting cashiers check

byron + scotch llc ?

Sorry the banker is asking for correct spelling of the llc

Aug 8, 2022 at 10:26 AM

Good morning
I have a note that I need a few things from you
One of them is a letter of intent doesn't have to be very elaborate just tells me your company name and what you wanna do with the space

Aug 8, 2022 at 11:43 AM

Good Morning, ok - will do today, whats your email?

Aug 8, 2022 at 6:20 PM

Byron.Scottch@mail.com

Aug 9, 2022 at 10:14 AM

Good morning I need that to order a lease I want to close in a couple of days

Good Morning, I will send that letter of intent over in a few minutes



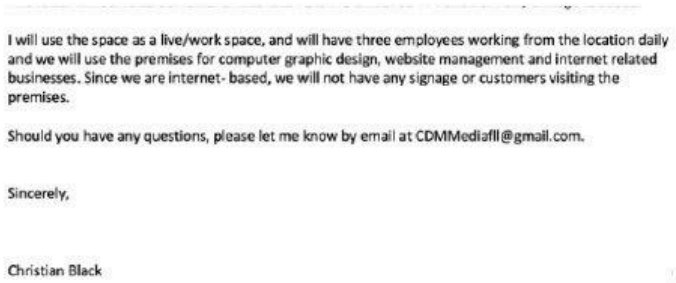
August 9, 2022

Re: Letter of Intent to rent 2705 W Fulton St #3N, Chicago IL 60612

This letter will serve as our letter of intent to rent the unit 2705 W Fulton St #3N, Chicago IL 60612.

ATTACHMENT 1 TO THE VERIFIED STATEMENT OF PHILLIP BLEICHER (page 3 of 4)

Text messages between Mr. Bleicher's phone and Michael Federow, August 3–26, 2022 (first four pages of the iMessage export). Right-hand (blue) messages were sent from Mr. Bleicher's phone; left-hand messages are Mr. Federow's.



I will use the space as a live/work space, and will have three employees working from the location daily and we will use the premises for computer graphic design, website management and internet related businesses. Since we are internet- based, we will not have any signage or customers visiting the premises.

Should you have any questions, please let me know by email at CDMMediafll@gmail.com.

Sincerely,

Christian Black

Sending this over by email now, if you need any changes to it please let me know

Aug 10, 2022 at 10:35 AM

Good Morning, do they have an update on the leas yet?

It's going to be here later today I want to do a closing at 10 o'clock on Friday

There's a couple more things I need will give you a list in a little while

OK sounds good, I will await your response on the other things needed

You are going to get in there before the week and make plans

OK if your sure we can go ahead and order internet and utilities friday

Yes you just have to have the list in your hand

OK thanks

Lease in your hand

OK good so we can plan to order the internet and stuff and move in this Friday perfect thanks

Aug 11, 2022 at 12:40 PM

Can you please send over something for financials a letter from the bank letter from the accountant something white van bank accounts go to our tax return something to put into the file please

Something like bank accounts or tax returns need something to

ATTACHMENT 1 TO THE VERIFIED STATEMENT OF PHILLIP BLEICHER (page 4 of 4)

Text messages between Mr. Bleicher's phone and Michael Federow, August 3–26, 2022 (first four pages of the iMessage export). Right-hand (blue) messages were sent from Mr. Bleicher's phone; left-hand messages are Mr. Federow's.

put into the file

Spellcheck

To receive your keys will bring in a the first month rent of 3385 cashiers check made to Byron and Scottch llc

Your next question is going to be about next months rent will be prorated according to the date you receive the keys

Look forward to see you guys at 10 o'clock tomorrow Friday a.m.

Ok great, I will get that sent over shortly and see you tomorrow with the cashiers check at 10am

Aug 12, 2022 at 10:34 AM

We are on the way might be early hope that's ok

Here

Aug 12, 2022 at 12:21 PM

Hey Comcast is here do u want to tell me or show him where the room is at for the install

Actually nevermind he said it's all activated

Aug 19, 2022 at 12:06 PM

Good Morning - do you know when they will have the kitchen sink and dishwasher fixed for unit #3N?

Can you please call office 630-506-6566 if you call them It will get done

OK thanks

Aug 26, 2022 at 12:54 PM

No luck with the office, we have a called a few times and left messages with the answering service and even emailed and nothing

Yes I'm working on that the guy that was doing your unit got sick he's going to be down for a little while

Should I get somebody freed up I will send them over there

ATTACHMENT 2 TO THE VERIFIED STATEMENT OF PHILLIP BLEICHER

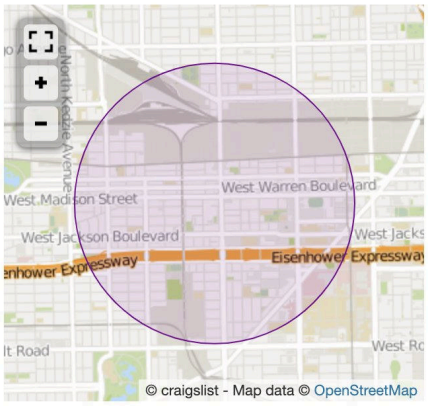
Craigslist advertisement for Unit #3 North ("Commercial Loft with Garage on Fulton"), post id 7515954011, as saved by Mr. Bleicher on August 2, 2022 (blank lower part of the page omitted).

reply favorite hide flag share Posted a day ago print

$3,385 / 3300ft^2 - Commercial Loft with Garage on Fulton (West Loop)

A commercial loft with garage/warehouse with large deck with views of city designed to meet commercial needs with a possible work/living arrangement on 3 floors. Located near the Eisenhower Expressway and Green Line in the West Loop. 3,300 sq. ft. of open space that can be built to suit many different needs including retail, office space, light manufacturing, and much more! This unit contains high ceilings, exposed brick, and 2 baths with shower. It is empowerment zone with 200 Amp electrical service. Unit #3 North is available for $3,385 per month triple net. For more information call 773-893-5404.

- do NOT contact me with unsolicited services or offers



3300ft^2

air conditioning

post id: 7515954011 posted: a day ago updated: a day ago best of [?]

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT B

Verified Statement of Christian Black

Statement under 735 ILCS 5/1-109 of the lessee named in the Unit 3N lease, with Attachment 1 (his July 28 and August 2, 2022 text messages with Michael Federow) and Attachment 2 (his signatures of August 2022: Chase withdrawal slips of August 4 and 12, account numbers redacted, and the August 12 Tenant Key Release Form).

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation,	)	No. 25 CH 10558
Plaintiff,	)	Calendar No. 64
v.	)	Hon. James A. Wright
THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS,	)	2701-09 W. Fulton St., Chicago, IL 60612
Defendants.	)	

VERIFIED STATEMENT OF CHRISTIAN BLACK

I, Christian Black, state as follows. I have personal knowledge of the facts below and could testify to them if called.

1. My name is Christian Black. I am the person named as lessee in the lease for Unit 3N at 2705 W. Fulton Street, Chicago, dated August 12, 2022 (Exhibit D), which misspells my first name as "CHRSTIAN." The lease describes the premises as "2701-09 Fulton Unit 3 NORTH." I live in the Pilsen neighborhood of Chicago and have for about four years. I have never had gas or electric service for Unit 3N in my name, and my state identification card does not show that address. My Chicago CityKey card lists 2705 W. Fulton St., Unit 3N, where I receive mail. I have received mail at 2705 W. Fulton St., Unit 3N, the whole time since August 2022.

2. CDM Media, Inc. is a Florida corporation that I formed in February 2020. In 2022 Mr. Bleicher and I owned it together, and I was its president. I remained its officer of record in Florida until 2026, when Mr. Bleicher became its president. Mr. Bleicher is now its sole owner.

3. Mr. Bleicher and I first saw the building's penthouse with Michael Federow in February 2020, after seeing an advertisement for it as a live/work apartment, and we did not take it. In July 2022 Mr. Bleicher found Mr. Federow's Craigslist advertisement for Unit 3N, which offered "a possible work/living arrangement on 3 floors" (Exhibit A, Attachment 2), and asked me to reach out and set up a showing. On July 25, 2022, Mr. Federow showed us Unit 3N. He walked us through it floor by floor and said the space was live and work. He made clear that we could live there. He showed us the kitchen and the dishwasher; there was no stove in the unit then, but he said the previous tenant had one and showed us the gas hookup for a stove. He showed us the bathroom with the shower on the third floor, the living area. We discussed that Mr. Bleicher would live on the third floor, that we could set up a couple of desks on the second

floor, and that the first floor was the garage. He told us the last tenant lived there and ran his business there, and he explained how we could put the office on one floor and live on another floor, because that floor had the bathroom. I explained to him that my business partner would be using the space to live and work, and that I would stay at my own place nearby in Pilsen. We rented Unit 3N so that Mr. Bleicher could live there. That was always the plan, and Mr. Federow knew it and agreed to it.

4. I texted Mr. Federow before we rented the unit, at 773-893-5404, the number in his Craigslist advertisement. On July 28, 2022 I asked him whether the unit had a dishwasher, a stove and a washer/dryer hookup, whether the first floor had flooded, what the winter heating bills were, and how mail and packages were delivered. On August 2, 2022 I wrote to him, "Yes my business partner Phil will be there at 11:15." (Attachment 1 to this statement: screenshots of those messages from my phone.)

5. I remember the letter of intent dated August 9, 2022, on CDM Media letterhead, which I signed and which was emailed to Mr. Federow that day (Exhibit C). It states: "I will use the space as a live/work space."

6. We had agreed with Mr. Federow in early August to rent the unit, and we were ready to go from August 4, when we got the cashier's check for the deposit, but there was delay after delay with him. Finally he said the lease was ready. On August 12, 2022, we went to Chase for a cashier's check for the first month's rent and then went straight to Mr. Federow to sign and get the keys. Mr. Bleicher and I met Mr. Federow in the front lobby of 270 N. Washtenaw. He asked to see identification from both of us; we each showed our state ID. He went into the back to scan or photocopy our IDs and came back with the lease on a clipboard with everything to be signed. That was the first time we saw the lease. We expected two or three signature lines, one for each of us and one for the business, but there was only one, and my name was already typed on page 1 as lessee, misspelled, with CDM Media as the business. The lease had problems: my first name was misspelled; there was no line for Mr. Bleicher's name or signature, although we had meant the lease to be with CDM Media, Mr. Bleicher and me; and the date line on page 6 had the day (12) and the year (2022) but no month. I pointed out the date line to Mr. Bleicher. We did not raise these problems with Mr. Federow because we wanted the lease signed and the keys; we were ready to move in that day, Friday, August 12, 2022, and that weekend. I signed and initialed the lease in blue ink and handed it back to Mr. Federow, and we gave him an envelope with the Chase cashier's check for the first month's rent. Mr. Bleicher and I had completed the rental application together, and we gave it to Mr. Federow with the deposit check on August 4. He did not have us sign two originals. He went into the back with the signed lease, made a copy on his copy machine, and came back and gave us the copy, and Mr. Bleicher and I left with the keys and the papers. Mr. Federow did not sign anything in front of me.

7. The first month's rent and the $5,077.50 were paid by CDM Media, Inc. by Chase cashier's checks payable to Byron & Scottch, LLC. The check for the $5,077.50 was bought on August 4, 2022, and the check for the first month's rent on August 12, 2022. I signed the Chase withdrawal slips for both (Attachment 2 to this statement). Mr. Federow called the $5,077.50 a "security key deposit," and he said it would be returned when we moved out. I have never paid rent myself; Mr. Bleicher's company has paid it.

8. I sign my name with the first two letters of my first name and of my last name ("Ch" and "Bl"). Written together, it looks like a star. I never sign my full name. I have signed

that way since before 2016, and it is the same on my state ID. Attachment 2 to this statement shows my signature on the two Chase withdrawal slips and on the Tenant Key Release Form I signed on August 12, 2022. That form says six keys (two "Main," two "Common" and two "Garage"). I signed it before we were handed any keys. We received only two keys, both to Unit 3N. Mr. Federow said he would get us the other keys, but he never did. We never had keys to the common areas, and the garage did not need a key. I have looked at page 6 of the lease Mr. Bleicher holds (Exhibit D). The signature and the "CB" initials there are mine. I do not know who "Travis" is.

9. I have looked at page 6 of the document the Receiver sent, shown on the right in Exhibit E. The signature on the "Sign" line of that page is not my signature. The printed name on that page is not in my handwriting either.

10. I have never signed any other lease, renewal, rider or other paper for Mr. Federow or Byron & Scottch. No one has told me that the lease ended, was replaced or was assigned. My understanding is that it became month-to-month when it expired.

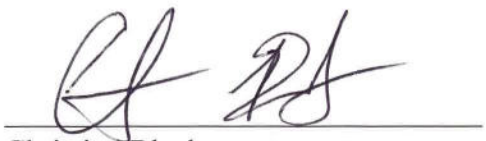
11. I have never lived in Unit 3N. I stay there only occasionally, when Mr. Bleicher is traveling. Mr. Bleicher has lived there since August 2022, as we always agreed he would.

12. No one from the Receiver, Millennium Properties, the bank or their lawyers has contacted me, and I have not received any letter, email or notice from them. I was not handed the September 22, 2026 notice addressed to "Christine Black." My name is not Christine. Mr. Federow has had a copy of my ID and my phone number since 2020.

13. I have retained Corinthia Hicks to represent me in this matter, and I join in the petition to intervene and the motion for instructions filed with it.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

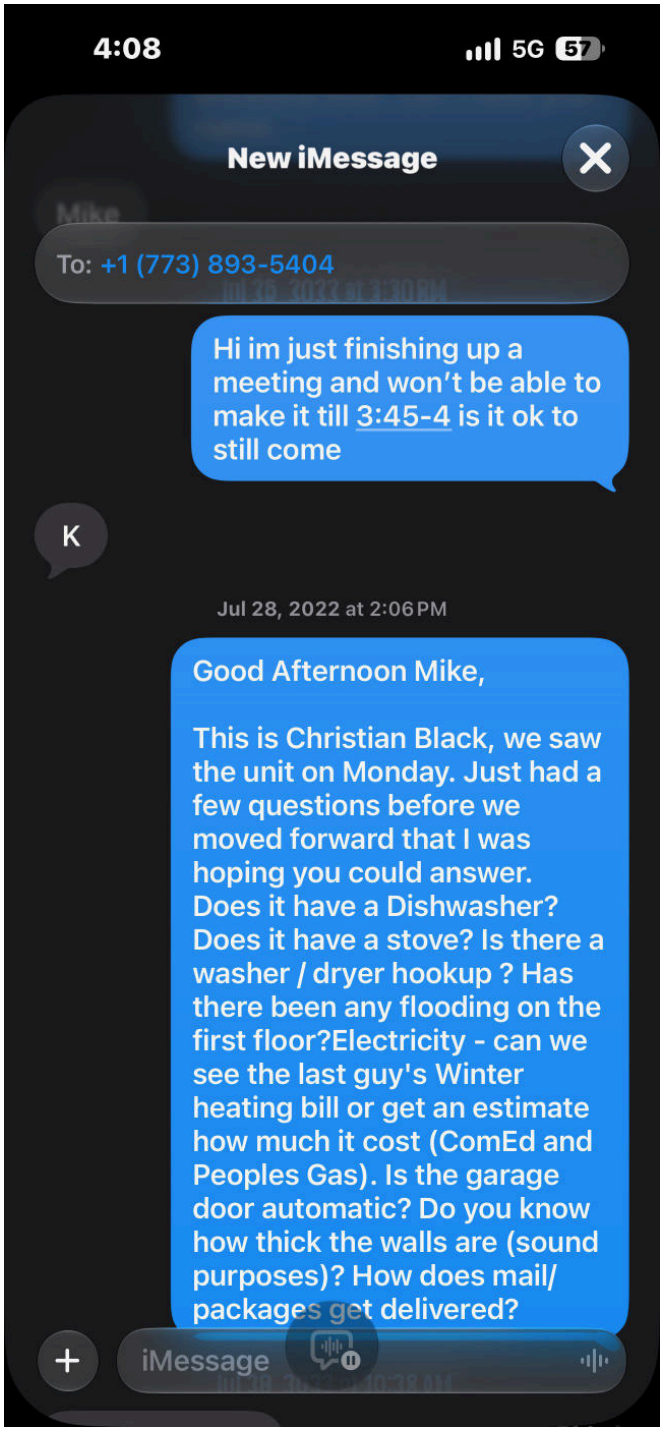
Date: September 28, 2026



Christian Black

Attachment 1 to the Verified Statement of Christian Black

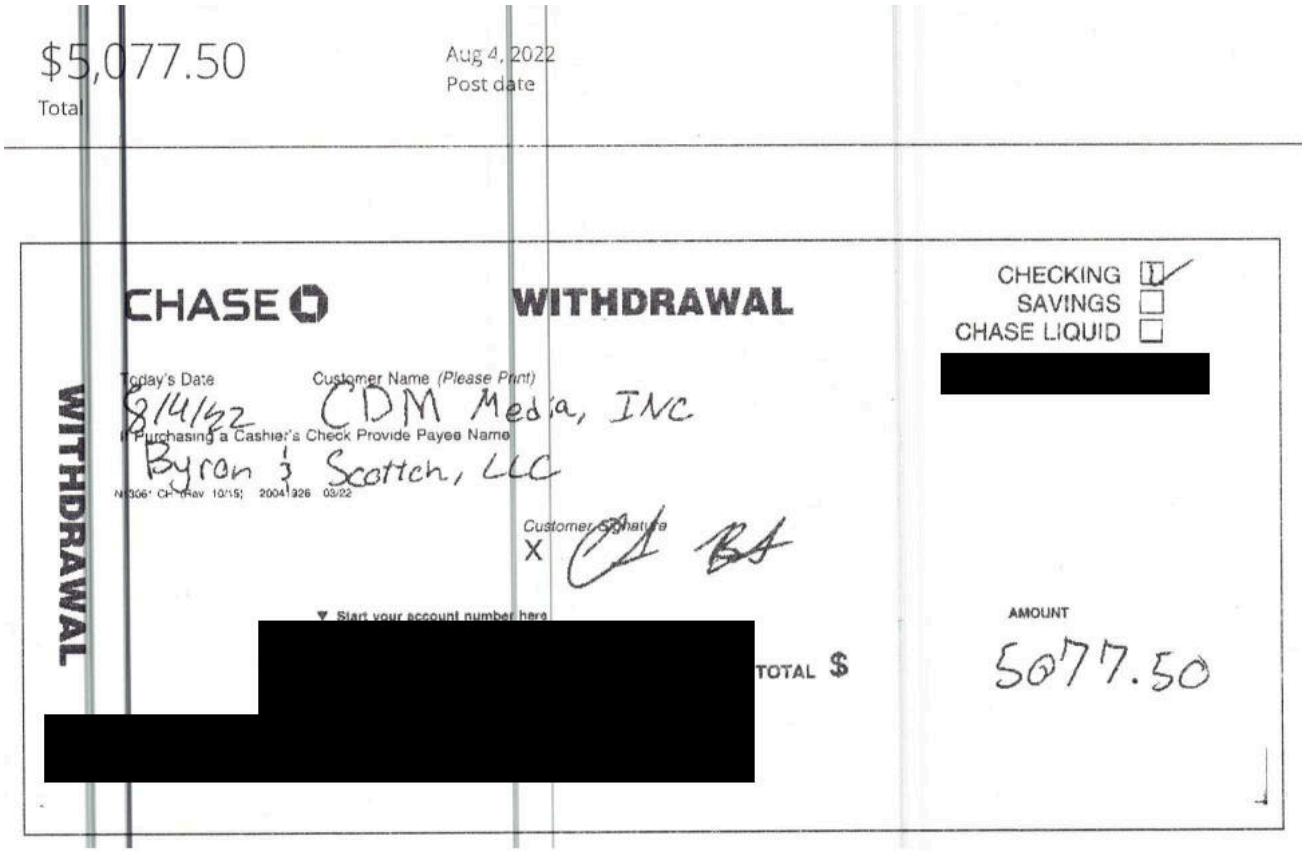
Screenshots from Mr. Black's phone of his text messages with Michael Federow (773-893-5404), July 28 and August 2, 2022





ATTACHMENT 2 TO THE VERIFIED STATEMENT OF CHRISTIAN BLACK (page 1 of 2)

Chase withdrawal slips for the cashier's checks payable to Byron & Scottch, LLC, signed by Christian Black: August 4, 2022 ($5,077.50) and August 12, 2022 ($3,385.00). Account and routing numbers redacted.



$5,077.50
Total

Aug 4, 2022
Post date

CHASE

WITHDRAWAL

CHECKING ☑
SAVINGS ☐
CHASE LIQUID ☐

[redacted]

WITHDRAWAL

Today's Date 8/4/22

Customer Name (Please Print) CDM Media, INC

If Purchasing a Cashier's Check Provide Payee Name Byron & Scottch, LLC

N13061-CH (Rev 10/15) 20041926 03/22

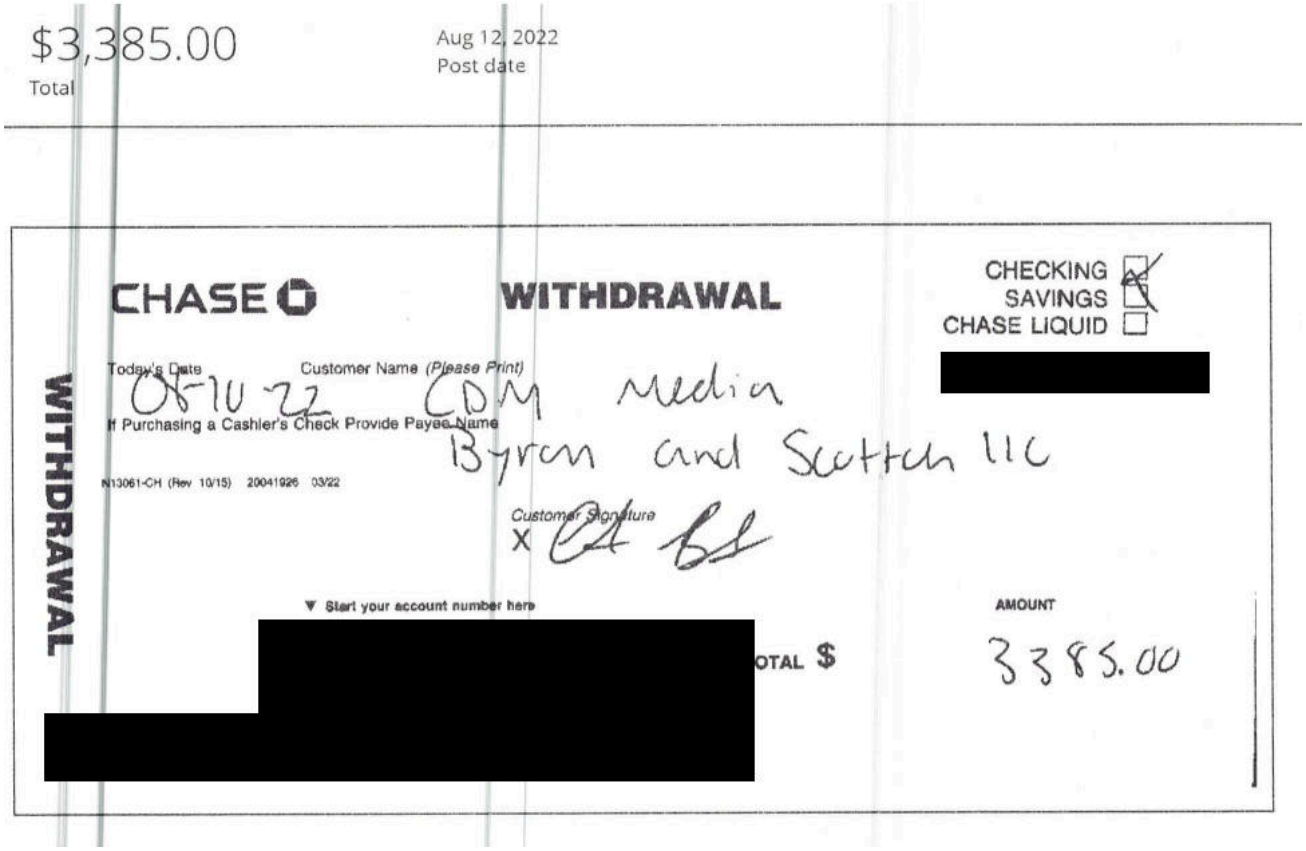
Customer Signature X [signature]

▼ Start your account number here

[redacted]

TOTAL $

AMOUNT 5077.50



$3,385.00
Total

Aug 12, 2022
Post date

CHASE

WITHDRAWAL

CHECKING ☑
SAVINGS ☐
CHASE LIQUID ☐

[redacted]

WITHDRAWAL

Today's Date 08-10-22

Customer Name (Please Print) CDM Media

If Purchasing a Cashier's Check Provide Payee Name Byron and Scottch LLC

N13061-CH (Rev 10/15) 20041926 03/22

Customer Signature X [signature]

▼ Start your account number here

[redacted]

TOTAL $

AMOUNT 3385.00

Tenant Key Release Form, August 12, 2022, signed by Christian Black

Version 02.2022
207.TR

Tenant Key Release Form

Date: 8-12-22

Name: Christian Black

Number of Keys: 6

I, Christian Black, understand that if I lose my keys, I will be responsible for any and all cost to create and install new keys/locks. This includes the full cost of key/lock replacement for not only my particular unit but for all common areas of the building as well. I am solely responsible for returning all keys given to me at the start of my lease, and I am also responsible for turning in any duplicates that may have been made. Should any keys have been lost during the lease period of occupancy, I may be held liable for incidents stemming from the loss of said keys. I am solely responsible for any repercussions related to the possession of these keys.

Signature: C B

Printed Name: Christian Black

Date: 8-12-22

[2] Main

[2] Common

[2] Garage

[X] Mail

[X] Garage door opener

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT C

Letter of Intent, August 9, 2022 (CDM Media, Inc.), emailed to Michael Federow on August 9, 2022, signed by Christian Black

"I will use the space as a live/work space."

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

CDM media
Email: CDMMediafll@gmail.com
Phone: 754-218-7285
Christian Black

August 9, 2022

Re: Letter of Intent to rent 2705 W Fulton St #3N, Chicago IL 60612

This letter will serve as our letter of intent to rent the unit 2705 W Fulton St #3N, Chicago IL 60612.

I will use the space as a live/work space, and will have three employees working from the location daily and we will use the premises for computer graphic design, website management and internet related businesses. Since we are internet- based, we will not have any signage or customers visiting the premises.

Should you have any questions, please let me know by email at CDMMediafll@gmail.com.

Sincerely,

Christian Black

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT D

Lease for Unit 3N dated August 12, 2022, pages 1–6, as signed

Lessee Christian Black; business CDM Media Inc; $3,385 per month; ¶ 3 (care and maintenance); ¶ 14 (lessor's remedies on default); ¶ 15 (key deposit $5,077.50); ¶ 28 ($495.00); page 6 signatures and initials. Key and receipt pages omitted.

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

Industrial/Commercial Lease
Triple Net Lease

Commercial Lease BYRON SCOTTCH LLC.

Property Management
2701 W. Fulton Ave.
Chicago, IL 60612
For property located at:
2701-2709
West Fulton Street

Note: this is the property of Property Management . and for the sole purpose of its management duties and cannot be copied, recreated, or altered in any way.

CONFIDENTIAL

Industrial/Commercial Lease
Triple Net Lease

INDUSTRIAL/COMMERCIAL LEASE

This lease is between Property Management herein called Lessor, and
CHRSTIAN BLACK Herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Chicago, County of Cook, State of Illinois, described as **2701-09 Fulton Unit 3 NORTH Chicago, Illinois 60612**, upon the following terms and conditions:

1. **Term and Rent.** Lessor demises the above premises for a term of **18 Months**, commencing 08-11-2022 and terminating on101-25-2022 , or sooner as provided herein at monthly rental of 3385.00 payable in equal installments **in advance due the last business day at 3:30pm on the day prior to the 1st day of each month for that month's rental**, during the term of this lease. The anniversary date of said lease commences eighteen months from the start date of the lease. Each year on the anniversary date the monthly rental will increase in the amount of **10%**. All rental payments shall be made to the Lessor. A KEY deposit of **$5077.50** is required at lease signing. Real Estate tax year **2021** in monthly payment based on square footage leased.

2. **Use.** Lessee shall use and occupy the premises for a business known as **CDM MEDIA INC** The premises shall be used for no other purpose. Lessor represents that the premises may be lawfully used for such a purpose.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing, heating installations, doors, locks, alarms, overhead doors/openers and exterior lights, as well as any other system or equipment upon the premises and surrender the same, at termination hereof, in as good conditions as received, normal wear and tear expected. Lessee shall be responsible for the entire repair required, excepting the roof, exterior walls, and structural foundations. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawn and shrubbery, which would otherwise be required to be maintained by the Lessor.

4. **Alterations.** Lessee shall not without first obtaining the written consent of the Lessor, make any alterations, additions, or improvements in, to or about premises. If such written consent is not obtained and the work for the improvements has commenced, Lessor may issue a Stop Work Order. If Lessee is served with the Stop Work Order, there will be a charge of $495.00 as well as all attorneys' fees, court costs, and any other liability costs.

5. **Ordinances and Statues.** Lessee shall comply with all the statues, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, by or affecting the use thereof by Lessee.

6. **Assignments and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void, and at the option of the Lessor, may terminate this lease.

7. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of the Lessee only, and the Lessee shall be solely liable for utility charges as they become due, including water, gas, electricity, cable and telephone services. Lessor to bring to unit only: gas supply ¾ inch, water supply ¾ inch and 100 AMP electrical only.

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agent to enter upon the premises at reasonable notice, for the purpose of inspecting the same and will permit Lessor at any time with sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage causes thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 30 days of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damages or injury to Lessee, or any other person or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. **Eminent Domain.** If the premises or any part of thereof or any part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when the title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be paid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by the Lessee, and for moving expenses.

12. **Destruction and Premises.** In the event of a partial destruction of the premises during the term thereof, from any cause, Lessor shall forthwith repair the same,

provided that such repairs can be made within sixty (60) days, under existing governmental laws and regulations. Such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of the Lessee on the premises. If such repairs cannot be made within said sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to the extent of not less than 1/3 of the replacement cost thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

13. Insurance. Business license must be accrued and maintained by lessee for the duration of the lease. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring lease and lesser with and minimum coverage as follows: One Million dollars liability.

14. Lessor's Remedies on Default. If lessee default on rent, or any additional rent, or default in the performance of any other covenant or conditions hereof, Lessor may give lessee notice of such default within thirty (30) day, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period if lease does not commence such curing within 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then lessor may terminate this lease on not less than thirty (30) days' notice to lessee. On the date specified in such notice the term of this lease shall terminate, and lessee shall then quit and surrender the premises to Lessor, but lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at in time thereafter resume possession of the premises by any lawful means and remove lessee or other occupants and their effects. No failure to enforce any terms shall be deemed a waiver.

15. Key Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum 5077.50 dollars as security for the performance of lessee's obligation under this lease including without information the surrender of possession of the premises to lessor as herein provided. If Lessor applies any part of the deposit to cure any fault of the Lessee, Lessee shall on demand deposit with lessor the amount applied so that the Lessor shall have the full deposit on hand at all times during the term of the lease.

16. Tax Increase. In the event there is any increase during any year of the term of this lease in the city, county, or state real estate taxes over and above the amount such taxes which the term of the lease commences, whether because increased rate or valuation, Lessee shall pay to Lessor upon presentation of tax statement an amount equal to12.5 % of the increased taxes upon the land of the building in which leased premises are situated. In the event that such taxes are assessed for a year extending beyond the term of the lease, the obligation of the Lessee shall be proportionate to the portion of the lease term included in such year.

17. Common Area Expenses. (Shown as C.A.M. on your invoices) In the event the dismissed premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

18. Attorney fees. In case suit should be brought for recovery of the premises, for any sum due hereunder, or because of any act, which arise out of possession of the premises, shall be the responsibility of the Lessee (This include building violation accrued by Lessee).

19. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

20. Notice. Any notice, which either party may or is required to give, shall be giving by mailing the same, postage, prepaid, to lessee at the premises or lessor at the specified address, or such other places as may be designated by parties from time to time.

21. Heirs, Assigns, Successors. This lease is binding upon and insures to the benefit of the heirs, assigns, and successors in the interest to the parties.

22. Option to Renew. Provided that the lessee is not in default in the performance of this lease, Lessee shall have the option to renew this lease for an additional term of 18 months commencing at the expiration date of the initial lease term. All of the terms and conditions shall apply during the renewal term except that the monthly rent shall increase in the amount of **10 %.** The option shall be exercised by written notice given to the lessor not less than 60 days prior to the expiration of the initial lease term. If this notice is not given in the manner provided herein within the time specified, this option shall expire.

23. Subordination. This lease shall be subordinate to all existing and future liens and encumbrance against the property.

Industrial/Commercial Lease
Triple Net Lease

24. Entire Agreement. The forgoing constitutes the entire agreement between the parties and can be modified only by a writing signed by both parties. The following Exhibits, if any have been made part of this lease before the parties' execution hereof.

25. Lessee received to sets of keys of property from lessor on ~~09-11-2022~~ 08-12-22 for necessary clean-up, to set up business and construction.

26. Signage will be provided

27. In the event lessor files a lawsuit, the lessee waives all right to a jury trial and will be responsible for all attorney fees and court cost.

28. Late rent and 5 day Notices. If lessee is late with the scheduled invoice payment, there will be a $ 50.00/day charge (monthly charge to accrue per month). If lessee is served with a 5 Day notice, there will be a charge of $495.00 as well as attorney fees, court cost, and any other liability cost **and Administrative fees will apply.**

29. Ownership may change management companies at any time. Lessee will be notified within thirty(30) days following the change.

30. If property comes available for purchase lessee will in fact have the right to purchase said property as well as the first right of refusal to any other for said property, at fair market value.

Initial CB **Signed with** _____

Day of 12 **20** 22

Sign: _____ **Sign:** _____

Print: Christan Black **Print:** Thomas Letter

Note: Any errors and omissions pertaining to this contract hold the Lessor to no liability.

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT E

Side by side: the lease as signed (Exhibit D) and the document attached to the Receiver's email of September 24, 2026, 1:03 p.m.

Pages 2, 4 and 6 and the cover page of each, reproduced as they appear in each, with a label added above each column.

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

Page 2 of each: lessor, term, tax year, business name

LEASE AS SIGNED, AUGUST 12, 2022 (Exhibit D)

DOCUMENT ATTACHED TO THE RECEIVER'S EMAIL OF SEPT. 24, 2026, 1:03 P.M.

Industrial/Commercial Lease
Triple Net Lease

INDUSTRIAL/COMMERCIAL LEASE

This lease is between Property Management herein called Lessor, and **CHRSTIAN BLACK** Herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Chicago, County of Cook, State of Illinois, described as **2701-09 Fulton Unit 3 NORTH Chicago, Illinois 60612**, upon the following terms and conditions:

1. **Term and Rent.** Lessor demises the above premises for a term of **18 Months**, commencing 08-11-2022 and terminating on101-25-2022 , or sooner as provided herein at monthly rental of 3385.00 payable in equal installments **in advance due the last business day at 3:30pm on the day prior to the 1st day of each month for that month's rental**, during the term of this lease. The anniversary date of said lease commences eighteen months from the start date of the lease. Each year on the anniversary date the monthly rental will increase in the amount of **10%**. All rental payments shall be made to the Lessor. A KEY deposit of **$5077.50** is required at lease signing. Real Estate tax year **2021** in monthly payment based on square footage leased.

2. **Use.** Lessee shall use and occupy the premises for a business known as **CDM MEDIA INC** The premises shall be used for no other purpose. Lessor represents that the premises may be lawfully used for such a purpose.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing, heating installations, doors, locks, alarms, overhead doors/openers and exterior lights, as well as any other system or equipment upon the premises and surrender the same, at termination hereof, in as good conditions as received, normal wear and tear expected. Lessee shall be responsible for the entire repair required, excepting the roof, exterior walls, and structural foundations. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawn and shrubbery, which would otherwise be required to be maintained by the Lessor.

4. **Alterations.** Lessee shall not without first obtaining the written consent of the Lessor, make any alterations, additions, or improvements in, to or about premises. If such written consent is not obtained and the work for the improvements has commenced, Lessor may issue a Stop Work Order. If Lessee is served with the Stop Work Order, there will be a charge of $495.00 as well as all attorneys' fees, court costs, and any other liability costs.

CONFIDENTIAL

Industrial/Commercial Lease
Triple Net Lease

INDUSTRIAL/COMMERCIAL LEASE

This lease is between Property Management Support Inc. (management) herein called Lessor, and **CHRSTIAN BLACK** Herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Chicago, County of Cook, State of Illinois, described as **2701-09 Fulton Unit 3 NORTH Chicago, Illinois 60612**, upon the following terms and conditions:

1. **Term and Rent**. Lessor demises the above premises for a term of **18 Months**, commencing **08-11-2022** , and terminating on **10-25-2025** , or sooner as provided herein at monthly rental of 3385.00 payable in equal installments **in advance due the last business day at 3:30pm on the day prior to the 1st day of each month for that month's rental**, during the term of this lease. The anniversary date of said lease commences eighteen months from the start date of the lease. Each year on the anniversary date the monthly rental will increase in the amount of **10%**. All rental payments shall be made to the Lessor. A KEY deposit of **$5077.50** is required at lease signing. Real Estate tax year in monthly payment based on square footage leased.

2. **Use.** Lessee shall use and occupy the premises for a business known as **CDM MEDIE LLC** The premises shall be used for no other purpose. Lessor represents that the premises may be lawfully used for such a purpose.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing, heating installations, doors, locks, alarms, overhead doors/openers and exterior lights, as well as any other system or equipment upon the premises and surrender the same, at termination hereof, in as good conditions as received, normal wear and tear expected. Lessee shall be responsible for the entire repair required, excepting the roof, exterior walls, and structural foundations. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawn and shrubbery, which would otherwise be required to be maintained by the Lessor.

4. **Alterations.** Lessee shall not without first obtaining the written consent of the Lessor, make any alterations, additions, or improvements in, to or about premises. If such written consent is not obtained and the work for the improvements has commenced, Lessor may issue a Stop Work Order. If Lessee is served with the Stop Work Order, there will be a charge of $495.00 as well as all attorneys' fees, court costs, and any other liability costs.

CONFIDENTIAL

Page 4 of each: ¶ 15 key deposit

LEASE AS SIGNED, AUGUST 12, 2022 (Exhibit D)

provided that such repairs can be made within sixty (60) days, under existing governmental laws and regulations. Such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of the Lessee on the premises. If such repairs cannot be made within said sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to the extent of not less than 1/3 of the replacement cost thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

13. Insurance. Business license must be accrued and maintained by lessee for the duration of the lease. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring lease and lesser with and minimum coverage as follows: One Million dollars liability.

14. Lessor's Remedies on Default. If lessee default on rent, or any additional rent, or default in the performance of any other covenant or conditions hereof, Lessor may give lessee notice of such default within thirty (30) day, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period if lease does not commence such curing within 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then lessor may terminate this lease on not less than thirty (30) days' notice to lessee. On the date specified in such notice the term of this lease shall terminate, and lessee shall then quit and surrender the premises to Lessor, but lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at in time thereafter resume possession of the premises by any lawful means and remove lessee or other occupants and their effects. No failure to enforce any terms shall be deemed a waiver.

15. Key Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum 5077.50 dollars as security for the performance of lessee's obligation under this lease including without information the surrender of possession of the premises to lessor as herein provided. If Lessor applies any part of the deposit to cure any fault of the Lessee, Lessee shall on demand deposit with lessor the amount applied so that the Lessor shall have the full deposit on hand at all times during the term of the lease.

DOCUMENT ATTACHED TO THE RECEIVER'S EMAIL OF SEPT. 24, 2026, 1:03 P.M.

Industrial/Commercial Lease
Triple Net Lease

provided that such repairs can be made within sixty (60) days, under existing governmental laws and regulations. Such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of the Lessee on the premises. If such repairs cannot be made within said sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to the extent of not less than 1/3 of the replacement cost thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

13. Insurance. Business license must be accrued and maintained by lessee for the duration of the lease. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring lease and lesser with and minimum coverage as follows: One Million dollars liability.

14. Lessor's Remedies on Default. If lessee default on rent, or any additional rent, or default in the performance of any other covenant or conditions hereof, Lessor may give lessee notice of such default within thirty (30) day, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period if lease does not commence such curing within 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then lessor may terminate this lease on not less than thirty (30) days' notice to lessee. On the date specified in such notice the term of this lease shall terminate, and lessee shall then quit and surrender the premises to Lessor, but lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at in time thereafter resume possession of the premises by any lawful means and remove lessee or other occupants and their effects. No failure to enforce any terms shall be deemed a waiver.

15. Key Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum **3,200.00** dollars as security for the performance of lessee's obligation under this lease including without information the surrender of possession of the premises to lessor as herein provided. If Lessor applies any part of the deposit to cure any fault of the Lessee, Lessee shall on demand deposit with lessor the amount applied so that the Lessor shall have the full deposit on hand at all times during the term of the lease.

CONFIDENTIAL

Page 6 of each: signature page (¶¶ 25, 28, initials, date, signatures)

LEASE AS SIGNED, AUGUST 12, 2022 (Exhibit D)

DOCUMENT ATTACHED TO THE RECEIVER'S EMAIL OF SEPT. 24, 2026, 1:03 P.M.

Industrial/Commercial Lease
Triple Net Lease

24. Entire Agreement. The forgoing constitutes the entire agreement between the parties and can be modified only by a writing signed by both parties. The following Exhibits, if any have been made part of this lease before the parties' execution hereof.

25. Lessee received to sets of keys of property from lessor on ~~09-11-2022~~ 08-12-22 for necessary clean-up, to set up business and construction.

26. Signage will be provided

27. In the event lessor files a lawsuit, the lessee waives all right to a jury trial and will be responsible for all attorney fees and court cost.

28. Late rent and 5 day Notices. If lessee is late with the scheduled invoice payment, there will be a $ 50.00/day charge (monthly charge to accrue per month). If lessee is served with a 5 Day notice, there will be a charge of $495.00 as well as attorney fees, court cost, and any other liability cost **and Administrative fees will apply.**

29. Ownership may change management companies at any time. Lessee will be notified within thirty(30) days following the change.

30. If property comes available for purchase lessee will in fact have the right to purchase said property as well as the first right of refusal to any other for said property, at fair market value.

Initial CB **Signed with** _____

Day of 12 **20** 22

Sign: _____ **Sign:** _____

Print: Christian Black **Print:** Thomas Lutz

Note: Any errors and omissions pertaining to this contract hold the Lessor to no liability.

CONFIDENTIAL

Industrial/Commercial Lease
Triple Net Lease

23. Subordination. This lease shall be subordinate to all existing and future liens and encumbrance against the property.

24. Entire Agreement. The forgoing constitutes the entire agreement between the parties and can be modified only by a writing signed by both parties. The following Exhibits, if any have been made part of this lease before the parties' execution hereof.

25. Lessee received to sets of keys of property from lessor on _____ for necessary clean-up, to set up business and construction.

26. Signage will be provided

27. In the event lessor files a lawsuit, the lessee waives all right to a jury trial and will be responsible for all attorney fees and court cost.

28. Late rent and 5 day Notices. If lessee is late with the scheduled invoice payment, there will be a $ 50.00/day charge (monthly charge to accrue per month). If lessee is served with a 5 Day notice, there will be a charge of $250.00 as well as attorney fees, court cost, and any other liability cost **and Administrative fees will apply.**

29. Ownership may change management companies at any time. Lessee will be notified within thirty(30) days following the change.

30. If property comes available for purchase lessee will in fact have the right to purchase said property as well as the first right of refusal to any other for said property, at fair market value.

Initial _____ **Signed with** _____

Day of 8/12 **20** 22

Sign: _____ **Sign:** _____

Print: Christian Black **Print:** _____

Note: Any errors and omissions pertaining to this contract hold the Lessor to no liability.

CONFIDENTIAL

Cover page of each

LEASE AS SIGNED, AUGUST 12, 2022 (Exhibit D)	DOCUMENT ATTACHED TO THE RECEIVER'S EMAIL OF SEPT. 24, 2026, 1:03 P.M.

Industrial/Commercial Lease
Triple Net Lease

Commercial Lease BYRON SCOTTCH LLC.

Property Management
2701 W. Fulton Ave.
Chicago, IL 60612
For property located at:
2701-2709
West Fulton Street

Note: this is the property of Property Management . and for the sole purpose of its management duties and cannot be copied, recreated, or altered in any way.

CONFIDENTIAL

Industrial/Commercial Lease
Triple Net Lease

BYRON SCOTTCH LLC COMMERICAL LEASE

Property Management
2701 W. Fulton Ave.
Chicago, IL 60612
For property located at:
2701-2709
West Fulton Street

Note: this is the property of Property Management . and for the sole purpose of its management duties and cannot be copied, recreated, or altered in any way.

INDUSTRIAL/COMMERCIAL LEASE

CONFIDENTIAL

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT F

Tenants' letter to the Receiver, September 16, 2026 (signed)

Records requests and building conditions; § 3(g): the September 3 carbon-monoxide event and gas shut-off.

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

TENANTS OF 2701–09 W. FULTON STREET / 270 N. WASHTENAW AVENUE
Chicago, Illinois 60612

September 16, 2026

VIA EMAIL AND FEDEX
FedEx Tracking No. 877315727098

Daniel J. Hyman, Receiver
c/o Millennium Properties R/E, Inc. (MPI)
40 E. Huron Street, Suite 700D
Chicago, IL 60611
Bldgsupport@mpirealestate.com

cc: James D. Trail, Ginsberg Jacobs LLC, counsel for First Bank of Highland Park (jtrail@ginsbergjacobs.com)

Re: *First Bank of Highland Park v. The Fulton Building, LLC, et al.*, No. 2025 CH 10558 (Cook County Chancery, Cal. 64) — tenants' request for records, building-wide conditions, and how to contact us

Dear Mr. Hyman:

We are tenants of the building at 2701–09 W. Fulton Street / 270 N. Washtenaw Avenue. We welcomed your appointment on August 31, 2026, several of us supported the receiver motion, and we want the transition to work. Your August 31 letter answered the first questions — where rent goes and that leases will be honored — and we thank you for it. This letter asks for the remaining records, lists the building-wide conditions that need attention now, and asks that you deal with each of us directly.

1. Records we are asking you to provide to each signing tenant

a. A copy of the order appointing the receiver and the receiver's bond, and any order setting the scope of the receiver's authority.

b. The rent roll and tenant ledger that Michael Federow, The Fulton Building LLC, Byron Scottch LLC, BSRE Management or Property Management Support Inc. turned over to you, together with the date it was turned over — and each tenant's own ledger entries. Several of us dispute the balances the former manager has been invoicing; we want to see what he told you we owe.

c. A copy of each lease, lease amendment or application that was turned over to you for our respective units. Several tenants have been shown lease pages that differ from the documents they signed, and we want to know which version you were given.

d. Whether any security or "key" deposits paid by tenants were transferred to the receiver, and if not, what the former owner or manager represented to you about those deposits.

e. Your August 31 letter told us where to send rent and that our leases will be honored, and we are complying; we ask only for written confirmation that rent paid to you is credited at the base rent stated in each lease, and that the receivership is not collecting the former manager's disputed "pass-through," late-fee, notice-fee or arrears charges unless and until they are substantiated from his records.

f. Your letter also directed us to discontinue contact with the former management team. We ask for the corresponding confirmation: that Michael Federow and his agents no longer hold keys to, or authority to enter, tenant units or common areas, and the name of the person now authorized to enter for repairs and inspections. We should tell you that during the week of September 1, after your appointment, Mr. Federow approached at least one tenant in person to ask for rent, said the tenant "had no lease," and said he was arranging a new loan. No tenant paid him. We ask that you instruct him in writing to stop soliciting rent, and that you tell us whom to notify if it happens again.

g. Electric meters: at least one tenant's ComEd account was placed on a meter that serves far more than that tenant's space (the account was later disconnected and sent to collections in the tenant's name), and a landlord account was in collection in 2024. We ask that you have ComEd or a licensed electrician confirm which meter serves which unit and which meters carry landlord or common-area load, and that no tenant account be left carrying building load.

2. A single repair channel

Your letter gives Bldgsupport@mpirealestate.com and 312-338-3015 for building matters and says a RentCafe portal will follow. Please confirm that Bldgsupport@ is also the channel for repair requests, and tell us the expected response times for emergency and routine items. We will use it exclusively and keep our own log of what was reported and when. Each tenant will also send you a separate, short letter listing the conditions inside his or her own unit that need attention, so that unit items and building-wide items stay on separate lists.

3. Building-wide conditions that should not wait

The following are common-area matters we ask you to address now. Photographs are available for every item on request.

a. Egress and access: the ground-floor rear corridor (the building's emergency exit path) is regularly obstructed with stored materials, and exit doors have at times been locked or chained. The main gated entry door at 270 N. Washtenaw has at times been locked by the former manager so that tenants and their guests could not get in or out; not every tenant was ever given a key to that gate or to the common doors. We ask that the corridor and exits be cleared and kept clear, that the Washtenaw gate not be locked against tenants, and that every tenant be issued keys to the gate and the common doors.

b. Debris and stored property on the 2nd and 3rd floors and in the rear parking area: the common hallways on the 2nd and 3rd floors, and the rear yard where the Penthouse and other tenants were told to park, are filled with debris, kitchen fixtures and building materials that belong to the former manager — he has used the building as storage for his other properties. We ask that this material be removed and the common areas and parking area returned to the tenants' use.

c. Water: the 3rd-floor common hallway leaks (standing water on the floor and a leaking cast-iron pipe joint), and several units have had water through the roof and windows in every heavy rain, most recently July 3, 2026. The roof and the 3rd-floor plumbing need a licensed contractor's inspection.

d. Laundry: the common washing machine on the 3rd floor flooded in early August 2026 and the former manager removed it rather than repair it; only the dryer remains. We ask that it be replaced.

e. Pests: there is a building-wide insect infestation (gnats/flies and other pests) with no exterminator under contract; tenants have been paying for their own treatment. We ask that a licensed pest-control service be engaged for the common areas and, on request, the units.

f. Lighting: hallway and exit-sign lighting has been out for extended periods (311 SR25-01638632, Sept. 2025).

g. Gas and HVAC: on September 3, 2026 the Chicago Fire Department evacuated the building after carbon-monoxide alarms; the gas was shut off and Peoples Gas attended. We ask that any HVAC or gas work in the building be performed only by licensed contractors under your authority, and that tenants be notified before such work.

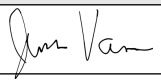
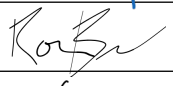
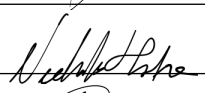
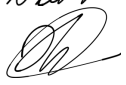
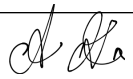
h. Fire protection: the building's extinguishers were last service-tagged in 2024.

4. Contact

We are not designating a single point of contact for this letter at this time. Please contact each signing tenant directly, at his or her own unit, on both the building-wide matters above and that tenant's own lease and rent.

Thank you for your attention.

Respectfully,

Printed name	Unit	Email	Signature
JV Contractors LLC	1N	jvcontractors77@gmail.com	
Phillip Bleicher	3N	phil@lukebaby.com	
Royce Bryant	5S	rr831975@gmail.com	
Nicholas Holmes	6S	nhlmes@icloud.com	
Raven & Channing Harris	7S	studioharris33@gmail.com	
Alexandra Gilbert	Penthouse	ali.gilbert@aol.com	

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT G

Letter of Phillip Bleicher to the Receiver, September 17, 2026 (cc James D. Trail), as sent

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

Phillip Bleicher
2705 W. Fulton Street, Unit 3N
Chicago, Illinois 60612
phil@lukebaby.com · 312-498-5815

September 17, 2026

VIA EMAIL AND FEDEX OVERNIGHT (No. 8773 8086 9183)

Daniel J. Hyman, Receiver
c/o Millennium Properties R/E, Inc. (MPI)
40 E. Huron Street, Suite 700D
Chicago, Illinois 60611
Bldgsupport@mpirealestate.com

cc (via email and FedEx Overnight, No. 8773 8101 1517):
James D. Trail, Ginsberg Jacobs LLC — counsel for First Bank of Highland Park
300 South Wacker Drive, Suite 2750, Chicago, Illinois 60606
jtrail@ginsbergjacobs.com

Re: First Bank of Highland Park v. The Fulton Building, LLC, No. 2025 CH 10558
2701–09 W. Fulton Street / 270 N. Washtenaw Avenue — Unit 3N

Dear Mr. Hyman:

I am the tenant of Unit 3N. I write about your September 16 visit to the building and to request a few records from the receivership. I supported placing this building in a receiver's hands and I want the receivership to succeed. That is exactly why I want you to have an accurate picture of what has been happening here — because the former owner will not give you one.

Background. Unit 3N has been my home since August 2022. When I learned the building was in foreclosure, I organized the tenants in July 2026: I prepared a written information packet, called a tenants' meeting, and set up a tenants' group. I drafted the September 16 letter that six of the eight occupied units signed and sent to you, with a courtesy copy to the bank's counsel. The tenants welcomed your appointment, and we still do.

What has happened to me since I began organizing. I raise this not to relitigate the past but because it bears directly on how the former owner is now presenting me to you. Since the tenants began organizing in July, I alone have been singled out:

- On August 6, 2026, every other unit in the building received a 5-day notice. Unit 3N alone received a 30-day notice demanding $20,310, supported by a sworn affidavit that I dispute as false.

- On September 1, 2026, Mr. Federow stole the exterior security camera from the rear door of my unit — the removal is on video. I reported the theft to the Chicago Police Department (RD No. JK395932), bought a new camera and installed it at my own expense, and posted a notice on my door addressed to Mr. Federow by name stating that the camera is private property valued at $300, that it is under active video and audio surveillance, that removing or tampering with it is theft under 720 ILCS 5/16-1, and that all recordings are stored off-site and preserved as evidence.
- On September 4, 2026, a camera recorded Mr. Federow outside the building with his attorney, Robert Acri, pointing up at my window and telling your own MPI staff — on their first day at the property — that I owe "about $80,000." Four weeks earlier his sworn affidavit put the figure at $20,310. Both cannot be true; I dispute both, and no ledger supports either.
- On September 16, 2026 — the same day the tenants' letter went to you — Mr. Federow was walking you and your staff through the building, describing it as his own and characterizing me by name.

Illinois law protects tenants who organize, who complain to government agencies, and who report a landlord's conduct from retaliation for doing so. I have done all three. I am asking you to be aware of this sequence, to form your view of me and my unit from the records rather than from Mr. Federow, and to ensure the receivership does not become the vehicle by which that pattern continues. My rent is current and is being paid to you as receiver, as your August 31 letter directs, and I expect that neither I nor any tenant who signed the September 16 letter will face adverse action for raising these matters.

The former owner is giving you a one-sided picture. On September 16 you were escorted through the building by Michael Federow — the former owner the court displaced, and the person your own August 31 letter instructed tenants to stop dealing with. You and your two MPI staff — the same staff who were courteous and professional when they distributed your letter earlier this month — walked the building with him. I ask only that you evaluate this building and its tenants from the documents, not from him.

The first-floor rear hallway is a fire exit, not his "storage." Mr. Federow described the first-floor rear hallway to you as "our storage area" and said I am "not supposed to be" there. Both statements are false. The building's own posted Evacuation Plan designates that corridor as the emergency exit route between the Front Exit Door and the Rear Exit Door. It is also the route to the ComEd and Peoples Gas meters and to Washtenaw Avenue. The corridor is under active fire-safety scrutiny: on September 3 a carbon-monoxide alarm brought a multi-company Chicago Fire Department response — six fire trucks, a Hazmat unit, and some 20 to 25 firefighters — which measured carbon monoxide above 100 ppm at the Unit 2N HVAC, evacuated every unit, forced Mr. Federow's office door, and shut off gas to the entire building; CFD returned to walk the building on September 9, and on September 10 the Fire Prevention Bureau posted a written Request for Entry to inspect the upper floors. Mr. Federow has been storing materials — including flammables — in that corridor, obstructing a marked exit. He began removing some of it on September 16, but as of today some

remains. Please do not let the receivership inherit the claim that a required fire exit is his private storage.

Access to my unit. Before you and I spoke on September 16, your staff pulled on the doors to my unit and, on the second and third floors, attempted to open my door with keys — without notice and without my consent. This is recorded on my hallway cameras. It was not proper. I want to be cooperative: with reasonable written notice I will gladly show you Unit 3N myself, and of course you may enter in a genuine emergency. I would welcome the chance to walk you through the conditions and the repairs the unit needs.

This is my home. I have lived and worked here since August 2022; my work is a quiet, internet-based business with no storefront, signage, or customer traffic. When we spoke on September 16 you asked who else was living here "on a residential basis," and your own welcome letter tells the tenants their leases "are valid and will be honored." The building is plainly lived in — and it is lived in because Mr. Federow rents it that way. My own unit is the clearest example. On August 1, 2022, he advertised Unit 3N on Craigslist as "a commercial loft … with a possible work/living arrangement on 3 floors," with "2 baths with shower." I answered that ad. Before he would issue a lease he asked for a letter of intent, and the letter of intent we gave him on August 9, 2022 states in writing that the unit would be used "as a live/work space" for a quiet internet-based business with no signage and no customers visiting. He accepted it and signed the lease three days later, on August 12, 2022. The live/work use was disclosed to him, in writing, before the lease existed. Nor is 3N unusual: since 2022 he has advertised units throughout this building on Craigslist as live/work space, often on the "apartments / housing for rent" board with bedroom and bath counts: the Penthouse as "Bed/Office; Bath/Shower … Office/work live Situation" and "a great space for live/work environment"; Unit 8S as a "0BR / 1Ba" loft for "dance studio/live, work space"; and Unit 2N, as recently as June 2026, as "studio/live, work space." I have preserved dated copies of these listings from 2022 through 2026, and of the letter of intent, and will provide them on request. The former owner invited people to live here; I ask that my home be treated accordingly. Specifically, I ask that you confirm in writing that:

a. you will give reasonable advance written notice before entering my unit — tell me when, and I will make it work;

b. Mr. Federow will not enter my unit, and will not accompany you or your staff on any inspection of it, given his theft of my security camera on September 1 and the dismantling of the Unit 2N HVAC system that led to the September 3 carbon-monoxide alarm and evacuation;

c. any documentation of my unit will be limited to building-condition issues, will not include my personal belongings or business materials, and will not be shared with Mr. Federow, Mr. Acri, or their entities; and

d. Mr. Federow holds no key to, and no authority to enter, my unit or my mailbox.

My mail. On September 16 at approximately 1:22 p.m. — shortly after the U.S. Postal Service delivered at approximately 12:36 p.m. — you opened my United States Postal Service mailbox,

removed my mail, photographed it, and left the box open. This is recorded on camera. I did not consent, and handling a tenant's mail is outside the scope of a receivership. I ask for your written confirmation that you have retained no photographs or copies of my mail and that neither you nor your staff will open or handle tenants' mail again.

Records I am requesting. Your August 31 letter states that the order appointing you is available on request. I ask that you provide, in writing:

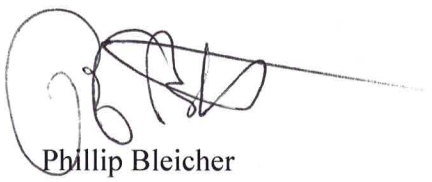
a. a copy of the order appointing you as receiver and any order or provision defining the scope of your authority;

b. copies of everything Mr. Federow or any of his entities has turned over to you concerning Unit 3N or me — including any lease version (so I can compare it to my signed original), the tenant ledger, any invoice or notice, and any statement of a balance claimed against me, with the calculation behind it; and

c. an accounting of my $5,077.50 security deposit, paid under my August 12, 2022 lease. Did Mr. Federow or any of his entities turn it over to you? If so, which entity delivered it, and where is it held today? If not, what did the former owner tell you about it? Please also tell me which entity you understand to be my landlord of record and which entity issued my rent invoices — Mr. Federow has used several, and I need to know who is actually holding my money.

A separate letter on the conditions inside Unit 3N will follow. I want to work with you, and I appreciate your attention to these items. Please confirm each in writing.

Respectfully,



Phillip Bleicher
2705 W. Fulton Street, Unit 3N
phil@lukebaby.com · 312-498-5815

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT H

Receiver's August 31, 2026 "Valued Tenant" letter (Millennium Properties R/E)

The only notice the Receiver has given the occupants.

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

MILLENNIUM
PROPERTIES R/E
225 West Illinois Street | Suite 350 | Chicago, Illinois 60654

9/5/26
MAILED

August 31 2026

Valued Tenant

2701-2709 West Fulton
Chicago, IL

RE: New Property Management and Receiver

Dear Valued Tenant,

The property in which you are currently a tenant or occupant is the coming under new management. Daneil J Hyman has been appointed property receiver by the court and has employed Millennium Properties R/E Inc. to be the manager of the premises.

In accordance with the court order (which is available upon request), MPI has the obligation to control, manage, and collect the rents generated from the Premises, and is authorized to immediately take possession of the premises on behalf of the court. Your lease and its terms are valid and will be honored by MPI as well. Should you care to renew your lease, have questions about your existing lease, or you are experiencing maintenance problems, please contact management staff via email Bldgsupport@mpirealestate.com you can also text or leave a message at 312-338-3015.

Please discontinue contact with your current management team and their agents.

Please provide a copy of your lease and proof your last renal payment .

All rental payments effective August 31 , 2026, in the form of check or money order shall be sent on or before the first day of every month to:

Daniel J Hyman as Receiver in case # 25 ch 10558
c/o. Millennium Properties R/E, Inc.
40 East Huron Suite # 700 D
Chicago, IL 60611
Please include your address and unit number on rent checks for most efficient processing of your payment.

MAILBOX 9/5/26

MILLENNIUM
PROPERTIES R/E

225 West Illinois Street | Suite 350 | Chicago, Illinois 60654

A simpler way to pay rent is through our online portal, our office will send you an email prompt from *RentCafe* to create an online profile in our system. From there, you will be able to submit rental payment and report maintenance requests. To use this tool, you need to provide your email address and phone number to Bldgsupport@mpirealestate.com or via text 312-338-3015.

We appreciate your cooperation .

Respectfully,

Daniel Hyman

Daniel Hyman
Receiver in case # 2025ch 10558
President
Millennium Properties R/E, Inc.

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT I

Receiver's emails of September 17, 2026 (5:02 p.m.) and September 18, 2026 (11:26 a.m. and 3:50 p.m.), with the "turnover letter" attached to the September 17 email

"[W]e have not received the necessary information or documentation from the owner"; "that was a defective notice attached."

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

Email thread "2701 West Fulton, Chicago, il" — Receiver Daniel J. Hyman and tenants, September 17–18, 2026 (printed from the Gmail account of Phillip Bleicher, phil@lukebaby.com; quoted earlier messages omitted from each reply; times Central)

Color key (added for readability; the text of each message is unchanged):

FROM THE RECEIVER **TO THE RECEIVER**

FROM THE RECEIVER

From: Daniel Hyman <dhyman@mpirealestate.com>
To: vcontractors77@gmail.com; phil@lukebaby.com; rr831975@gmail.com; nhlmes@icloud.com; studioharris33@gmail.com; ali.gilbert@aol.com
Date: Thursday, September 17, 2026, 5:02 PM
Subject: 2701 West Fulton, Chicago, il

I am in receipt of the Federal Express package and your letter dated September 16, 2026.

As requested, I have attached a copy of the Court Order appointing me as Receiver for the property.

I was extremely disappointed when I visited the property yesterday and several of you were unwilling to provide us with access or discuss the issues concerning the property. Many of the matters raised in your letter could have been addressed during our visit, rather than requiring additional time and resources to revisit these same issues.

Regarding your other requests, I am unable to fully respond at this time because we have not received the necessary information or documentation from the owner or from this group of tenants.

Accordingly, please immediately forward copies of all current leases and provide payment of your September 2026 rent. Without the collection of rental income, the Receiver cannot properly operate, maintain, and address the needs of the property.

I have also attached a copy of our turnover letter, which was referenced in your correspondence. The letter explains where and how rental payments should be made, how to establish an account, and the procedure for requesting maintenance and other services.

It appears that many of the concerns expressed in your letter relate to the prior ownership and management of the property. Please understand that we are not the owner. We were appointed by the Court and act solely in our capacity as Receiver pursuant to the Court's Order.

In order for us to properly perform our duties as Receiver and address legitimate issues at the property, we need the cooperation of everyone involved. Unfortunately, the lack of information and cooperation from both ownership and certain tenants is making that process unnecessarily difficult.

Please provide your lease documents and September 2026 rental payment immediately and cooperate with our requests for reasonable access to the property so that we can move forward with addressing the outstanding issues.

Thank you for your prompt attention and cooperation.

Daniel J Hyman
President & Managing Broker

Millennium Properties R/E
Dhyman@mpirealestate.com
direct or text 312-338-3003
WE HAVE MOVED: 40 East Huron Suite 700 D, Chicago, IL 60611

Attachment: 25 CH 10558 Receivers Order and Bond 08.31.26.pdf; Letter to Tenants-New Managment Payment Requested Items (002).docx

TO THE RECEIVER

From: phil@lukebaby.com
To: dhyman@mpirealestate.com
Cc: vcontractors77@gmail.com; rr831975@gmail.com; nhlmes@icloud.com; studioharris33@gmail.com; ali.gilbert@aol.com; jtrail@ginsbergjacobs.com; Csthackway@gmail.com; Spncalan@gmail.com; brandswag74@gmail.com
Date: Friday, September 18, 2026, 11:09 AM
Subject: Re: 2701 West Fulton, Chicago, il

Mr. Hyman,

Please see my response to your September 17 email, attached. I've also attached my individual letter of September 17 (which you and the Bank's counsel are receiving by FedEx Overnight this morning) so the other tenants are in the loop. Hard copies of this response are also going to you and to the Bank's counsel by FedEx.

Thank you,

Phillip Bleicher
Unit 3N, 2705 W. Fulton St.

P.S. Neighbors—I am copying you so you have this and my September 17 letter for your records.

Attachment: 26 09 18 - SENT - LETTER reply to Hyman (email + FedEx) - Bleicher.pdf; 26 09 17 - SENT signed - Bleicher individual letter to Hyman (cc Trail) - FedEx.pdf (Exhibit G)

FROM THE RECEIVER

From: Daniel Hyman <dhyman@mpirealestate.com>
To: phil@lukebaby.com
Cc: vcontractors77@gmail.com; rr831975@gmail.com; nhlmes@icloud.com; studioharris33@gmail.com; ali.gilbert@aol.com; jtrail@ginsbergjacobs.com; Csthackway@gmail.com; Spncalan@gmail.com; brandswag74@gmail.com
Date: Friday, September 18, 2026, 11:26 AM
Subject: Re: 2701 West Fulton, Chicago, il

I'm sorry for that was a defective notice attached but I am still seeking everybody's lease as well as their September payment .
Without your lease, I can't set you up on Rent Café so then you need to send your check to our office below.
I

Daniel J Hyman
Managing Broker
Millennium Properties R/E
312-338-3003 direct or text
Dhyman@mpirealestate.com
We have moved. 40 East Huron, Suite 7D, Chicago, Illinois 60611

Speellings and Grammar on the fly!

FROM THE RECEIVER

From: Daniel Hyman <dhyman@mpirealestate.com>
To: phil@lukebaby.com
Cc: vcontractors77@gmail.com; rr831975@gmail.com; nhlmes@icloud.com; studioharris33@gmail.com; ali.gilbert@aol.com; jtrail@ginsbergjacobs.com; Csthackway@gmail.com; Spncalan@gmail.com; brandswag74@gmail.com
Date: Friday, September 18, 2026, 3:50 PM
Subject: Re: 2701 West Fulton, Chicago, il

Please note that we will be inspecting all units on TuesdaySeptember 22nd @ 1:00-2:30.

It will be a quick walk-through.
Please have a copy of your key as we have not been given copies of keys for all the units and we would need it in an emergency
In addition, if you haven't sent your lease to us, please do so prior to this inspection. Without your lease, we are unable to set up your account in Rent Cafe. We welcome payment by mailing checks to our office as well.
Thanking you in advance.
Daniel J Hyman
Managing Broker
Millennium Properties R/E
312-338-3003 direct or text
Dhyman@mpirealestate.com
We have moved. 40 East Huron, Suite 7D, Chicago, Illinois 60611

Speellings and Grammar on the fly!

The Receiver's September 17 email carried two attachments: the entered Order and "Letter to Tenants-New Managment Payment Requested Items (002).docx" (the "turnover letter"), which follows this page.

MILLENNIUM
PROPERTIES R/E
225 West Illinois Street | Suite 350 | Chicago, Illinois 60654

Dear Tenant in the following buildings,

237 W 23rd St
255 W 22nd Pl
2916 S Archer Ave
3224 S. Aberdeen St
Chicago, IL 60608

We hereby notify you that pursuant to a court order a property Receiver has been appointed, Millennium Properties R/E, Inc. (“MPI”) has been appointed as the Court-Appointed Receiver for the property and will also serve as its management company. A copy of the court order is available upon request.

Effective immediately, Millennium Properties r/e inc. (MPI) will be responsible for the following:

- Rent collection
- Day-to-day property management and operations
- Maintenance requests and tenant communications
- Continued enforcement and administration of all existing lease terms

Please be assured that your current lease remains valid and will continue to be honored and enforced.

- Management Contact Information Effective Immediately:
- Email: Bldgsupport@mpirealestate.com
- Phone/Text: (312) 338-3015 Please leave a message if you call or text us make sure to leave your unit address. You can text in English, Spanish, or Mandarin.

Required Documentation:

- At your earliest convenience, please provide the following:
- A copy of your current lease agreement
- Proof of your most recent rent payment

Please submit these documents via email to:
Bldgsupport@mpirealestate.com

MILLENNIUM
PROPERTIES R/E
225 West Illinois Street | Suite 350 | Chicago, Illinois 60654

Rent Payment Instructions (Effective March 13, 2026)

All rent payments must be made by check or money order and mailed to:

Millennium Properties R/E, Inc. (Receiver)
Case No.: 2025 CH 11265
225 W. Illinois Street, Suite 350
Chicago, IL 60654

Please include your property address and unit number with your payment to ensure proper processing.

Bldgsupport@mpirealestate.com

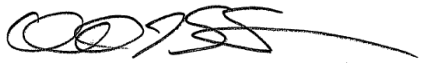
Online Payment Option:

Rent may also be paid through our secure online platform, RentCafe. Our office will send you an email invitation to set up your account. Through this platform, you will be able to:

Pay rent online
Submit maintenance requests

To activate your online account, please email your contact information (email address and phone number) to:
Bldgsupport@mpirealestate.com

Sincerely,



Daniel Hyman
Court-Appointed Receiver (Case No. 2025 CH 11440)
President
Millennium Properties R/E, Inc.

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT J

Receiver's Notice of Termination for Non-Payment of Rent to "Christine Black," Unit 3N, September 22, 2026 — $23,950.88

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

This form is approved by the Illinois Supreme Court.

Instructions

This *Notice* is commonly called a "5-Day Notice." However, the lease or local law may require a longer notice period (see **2b** below).

Identify the tenants and mailing address.

NOTICE OF TERMINATION FOR NON-PAYMENT OF RENT

Date: 9/22/26

To:

Christine Black
Tenant Names

And any unknown occupants.

2701-2709 W. Fulton 3N
Street Address *Unit*

Chicago IL 60612
City *State* *ZIP*

In **1**, enter the total amount of rent currently due.

1. You owe $2350.88 in rent for the property located at:

2701-2709 W Fulton 3N
Street Address *Unit*

Chicago IL 60612
City *State* *ZIP*

In **2**, check **2a** unless the law or lease requires you to give the tenant more time to pay. If you check **2b**, enter the number of days the tenant has to pay.

2. You must pay the full amount you owe within:

a. ☑ 5 days, OR

b. ☐ _____ days *(must be more than 5 days)*

after the date this *Notice* is served. If you do not, your lease will be terminated and your landlord may file an eviction case against you and unknown occupants.

NOTE:

- **For how to determine when the 5 days end, see *How to File & Present an Eviction Case.***
- **Only FULL PAYMENT of the rent demanded in this *Notice* will waive the landlord's right to terminate the lease under this *Notice* unless the landlord agrees in writing to continue the lease in exchange for receiving partial payment.**

After you finish this form, sign and print your name.

Enter your complete current address, telephone number, and email address, if you have one.

Landlord or Agent Signature

Dan Heneen
Print Your Name

312-339-3000
Telephone

40 E Hanson
Street Address

Chicago IL 60611
City, State, ZIP

DHeneen@upzmodels.com
Email

NOTE: **After this *Notice* is served, the person who serves this *Notice* should complete the *Affidavit of Service of a Demand or Notice*** available at illinoiscourts.gov/documents-and-forms/approved-forms.

PRINT FORM SAVE FORM RESET FORM

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT K

Receiver's Notice of Termination to Unit 9PH, September 22, 2026 — $10,389.15

Photograph of the notice as served; the occupants' names are redacted.

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

This form is approved by the Illinois Supreme Court.

Instructions

This *Notice* is commonly called a "5-Day Notice." However, the lease or local law may require a longer notice period (see **2b** below).

Identify the tenants and mailing address.

NOTICE OF TERMINATION FOR NON-PAYMENT OF RENT

Date: 9/22/26

T [redacted]

And any unknown occupants.

2701-2709 W. Fulton — Penthouse
Street Address — *Unit*

Chicago — IL — 60612
City — *State* — *ZIP*

In **1**, enter the total amount of rent currently due.

1. You owe $10385.15 in rent for the property located at:

2701-2709 W 40 Huron — Penthouse
Street Address — *Unit*

Chicago — IL — 60612
City — *State* — *ZIP*

In **2**, check **2a** unless the law or lease requires you to give the tenant more time to pay. If you check **2b**, enter the number of days the tenant has to pay.

2. You must pay the full amount you owe within:

a. ☒ 5 days, OR

b. ☐ _____ days *(must be more than 5 days)*

after the date this *Notice* is served. If you do not, your lease will be terminated and your landlord may file an eviction case against you and unknown occupants.

NOTE:

- **For how to determine when the 5 days end, see *How to File & Present an Eviction Case.***
- **Only FULL PAYMENT of the rent demanded in this *Notice* will waive the landlord's right to terminate the lease under this *Notice* unless the landlord agrees in writing to continue the lease in exchange for receiving partial payment.**

After you finish this form, sign and print your name.

Enter your complete current address, telephone number, and email address, if you have one.

[redacted]
Landlord or Agent Signature

[redacted]
Print Your Name

312-338-3000
Telephone

40 E Huron
Street Address

Chicago IL 60611
City, State, ZIP

[redacted]
Email

NOTE: **After this *Notice* is served, the person who serves this *Notice* should complete the *Affidavit of Service of a Demand or Notice* available at illinoiscourts.gov/documents-and-forms/approved-forms.**

PRINT FORM SAVE FORM RESET FORM

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT L

Receiver's Notice of Termination to Unit 6S, September 22, 2026 — $5,581.83

Photograph of the notice as served; the occupants' names are redacted.

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

This form is approved by the Illinois Supreme Court.

Instructions

This *Notice* is commonly called a "5-Day Notice." However, the lease or local law may require a longer notice period (see **2b** below).

Identify the tenants and mailing address.

NOTICE OF TERMINATION FOR NON-PAYMENT OF RENT

Date: 9/22/26

To: [redacted]

And any unknown occupants.

2701 W. Fulton — Street Address — 6S — Unit

Chicago — City — IL — State — 60612 — ZIP

In 1, enter the total amount of rent currently due.

1. You owe $ 5581.83 in rent for the property located at:

2701 W. Fulton — Street Address — 6S — Unit

Chicago — City — IL — State — 60612 — ZIP

In 2, check **2a** unless the law or lease requires you to give the tenant more time to pay. If you check **2b**, enter the number of days the tenant has to pay.

2. You must pay the full amount you owe within:

a. ☑ 5 days, OR

b. ☐ _____ days *(must be more than 5 days)*

after the date this *Notice* is served. If you do not, your lease will be terminated and your landlord may file an eviction case against you and unknown occupants.

NOTE:

- **For how to determine when the 5 days end, see *How to File & Present an Eviction Case.***
- **Only FULL PAYMENT of the rent demanded in this *Notice* will waive the landlord's right to terminate the lease under this *Notice* unless the landlord agrees in writing to continue the lease in exchange for receiving partial payment.**

After you finish this form, sign and print your name.

Enter your complete current address, telephone number, and email address, if you have one.

Landlord or Agent Signature — 40 E Huron — Street Address

Daniel Hyrcate — Print Your Name — Chicago IL. 60611 — City, State, ZIP

312 338-3000 — Telephone — DHyman@mpeglaw.com — Email

NOTE: **After this *Notice* is served, the person who serves this *Notice* should complete the *Affidavit of Service of a Demand or Notice* available at illinoiscourts.gov/documents-and-forms/approved-forms.**

PRINT FORM SAVE FORM RESET FORM

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT M

Byron & Scottch invoice to Unit 6 South dated August 20, 2026 — "Total Due" $5,581.83; line items total $5,357.00

Photograph of the invoice; the names in the bill-to block are redacted.

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

6

BYRON & SCOTTCH LLC
2701 W FULTON ST
Chicago, IL 60612
(708) 413-7198
byron.scottch@mail.com

INVOICE # 2701–09/26 6 SOUTH
INVOICE DATE: 08/20/26
DUE DATE: 08/31/26

BILL TO

[redacted]

2701-09 FULTON
UNIT 6 S
CHICAGO, IL 60612

THANK YOU FOR YOUR LAST PAYMENT.

DESCRIPTION	QTY	RATE	AMOUNT
RENT FOR THE MONTH OF	SEPTEMBER 2026		$2,950.00
WATER			$70.56
INSURANCE			$65.22
ELECTRIC			$70.10
TAX INCREASE 2026			$781.22
CAM CHARGE			$50.00
ADMINISTRATIVE FEE			$24.95
LATE NOTICE			$495.00
LATE FEE	20 DAY		$750.00
ADMINISTRATIVE FEE			$99.95
TOTAL DUE			**$5,581.83**

THIS INVOICE IS NON-NEGOTIABLE AND MUST BE PAID IN FULL. ANY DEVIATION FROM THE EXACT AMOUNT WILL RESULT IN A LATE FEE OF $50.00 A MONTH WHICH WILL BE CHARGED ON YOUR ACCOUNT.

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT N

Peoples Gas caution tag no. 321893, September 3, 2026, and Chicago Fire Department response

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

☐ Customer report of completed natural gas-related work

Customer name: _____

Address: 2405 W. Fulton St #3

City: Chicago ZIP: _____

Employee ID: 142019 Date: 9.3.26

Meter #: _____ Reading: _____

Peoples Gas was at your home/business for:

☑ Natural gas odor/leak investigation at: Carbon Monoxide

In response to a call from: _____

☐ Natural gas meter change

☐ Peoples Gas equipment repair

☐ Restored service

☐ Code-required survey (We conduct surveys/inspections of our equipment to ensure safe delivery of natural gas to our customers.)

Peoples Gas action taken:

☐ No inside leak(s) found

☐ No outside leak(s) found

☐ Repaired leak(s) on inside/outside Peoples Gas piping

☐ Installed temporary leak repair on inside/outside customer-owned piping (customer/property owner to make permanent repairs)

☐ Replaced meter

☐ Repaired/replaced meter set piping

☐ Repaired/replaced underground service lateral

☐ Restored service

☐ Excavated to repair Peoples Gas facilities

☐ Investigated high/low consumption

☐ Accessed meter to turn off service

☐ Other: _____

We inspected the appliances checked below for proper operation:

Heating unit	☐ N/A	☐ OK	☐ Relit	☑ Caution
Thermostat left at: _____ degrees				
Water heater	☐ N/A	☐ OK	☐ Relit	☐ Caution
Setting left at: _____				
Range	☐ N/A	☐ OK	☐ Relit	☐ Caution
Dryer	☐ N/A	☐ OK	☐ Relit	☐ Caution
Fireplace	☐ N/A	☐ OK	☐ Relit	☐ Caution
Fuel run/Flex connectors	☐ N/A	☐ OK	☐ Not OK	☐ Caution
Other: _____	☐ N/A	☐ OK	☐ Relit	☐ Caution

Follow-up actions required by Peoples Gas

☐ None (If you feel we did not satisfactorily complete our work, please call Peoples Gas at 866-556-6001.)

☐ Maintenance and repair work

☐ Site restoration work

☐ We will call you within two business days to schedule the follow-up work

☐ Other: _____

☑ Caution notice of potentially dangerous co

Notice of potentially dangerous condition:

☐ Natural gas leakage

☐ Safety controls (see remarks)

☐ Plugged flue/chimney

☐ Inadequate combustion air

☐ Improper/no vent (see remarks)

☐ Improper ignition

☐ Overfiring

☐ Spillage (see remarks)

☐ Heat exchanger cracked

☐ Grill

☐ Auxilliary heater

☑ Other Carbon Monoxide

☐ Natural gas supply shut off and locked at riser valve

☐ Natural gas supply shut off and sealed at customer valve

☐ Natural gas supply disconnected at potentially dangerous condition

☐ Equipment shut off – do not use until corrected

☐ Corrections to equipment are required

If disconnection of gas supply has occurred, it has been for a safety issue and requires your prompt attention and correction of safety issue.

Remarks: Found slowly climbing CO readings in the living and AC unit when turned on. Shut off the power to furnace & no CO's is known to us. Have HVAC serviced.

You, the customer, have been informed by Peoples Gas of the potentially dangerous condition(s) listed above. You understand the potentially dangerous condition(s) and you have been advised to make the appropriate correction(s).

For more information, call Peoples Gas at 866-556-6001.

PEOPLES GAS®

321893

☐ Customer report of completed natural gas-related work

Customer name: _____

Address: 2 Fos W. Fulton St #3

City: Chicago ZIP: _____

Employee ID: 146164 Date: 9.3.21e

Meter #: _____ Reading: _____

Peoples Gas was at your home/business for:

- ☑ Natural gas odor/leak investigation at: Carbon monoxide
  In response to a call from: _____
- ☐ Natural gas meter change
- ☐ Peoples Gas equipment repair
- ☐ Restored service
- ☐ Code-required survey (We conduct surveys/inspections of our equipment to ensure safe delivery of natural gas to our customers.)

Peoples Gas action taken:

- ☐ No inside leak(s) found
- ☐ No outside leak(s) found
- ☐ Repaired leak(s) on inside/outside Peoples Gas piping
- ☐ Installed temporary leak repair on inside/outside customer-owned piping (customer/property owner to make permanent repairs)
- ☐ Replaced meter
- ☐ Repaired/replaced meter set piping
- ☐ Repaired/replaced underground service lateral
- ☐ Restored service
- ☐ Excavated to repair Peoples Gas facilities
- ☐ Investigated high/low consumption
- ☐ Accessed meter to turn off service
- ☐ Other: _____

We inspected the appliances checked below for proper operation:

Heating unit	☐ N/A	☐ OK	☐ Relit	☑ Caution
Thermostat left at: _____ degrees				
Water heater	☐ N/A	☐ OK	☐ Relit	☐ Caution
Setting left at: _____				
Range	☐ N/A	☐ OK	☐ Relit	☐ Caution
Dryer	☐ N/A	☐ OK	☐ Relit	☐ Caution
Fireplace	☐ N/A	☐ OK	☐ Relit	☐ Caution
Fuel run/Flex connectors	☐ N/A	☐ OK	☐ Not OK	☐ Caution
Other: _____	☐ N/A	☐ OK	☐ Relit	☐ Caution

Follow-up actions required by Peoples Gas

- ☐ None (If you feel we did not satisfactorily complete our work, please call Peoples Gas at 866-556-6001.)
- ☐ Maintenance and repair work
- ☐ Site restoration work
- ☐ We will call you within two business days to schedule the follow-up work
- ☐ Other: _____

☐ Caution notice of potentially dangerous condition

Notice of potentially dangerous condition:

- ☐ Natural gas leakage
- ☐ Safety controls (see remarks)
- ☐ Plugged flue/chimney
- ☐ Inadequate combustion air
- ☐ Improper/no vent (see remarks)
- ☐ Improper ignition
- ☐ Overfiring
- ☐ Spillage (see remarks)
- ☐ Heat exchanger cracked
- ☐ Grill
- ☐ Auxilliary heater
- ☑ Other Carbon monoxide
- ☐ Natural gas supply shut off and locked at riser valve
- ☐ Natural gas supply shut off and sealed at customer valve
- ☐ Natural gas supply disconnected at potentially dangerous condition
- ☑ Equipment shut off – do not use until corrected
- ☑ Corrections to equipment are required

If disconnection of gas supply has occurred, it has been for a safety issue and requires your prompt attention and correction of safety issue.

Remarks: Found slowly climbing CO readings by the furnace and A/C unit when turned on. Shut off the power to furnace & no gas is flowing to unit. Have HVAC Serviced.

You, the customer, have been informed by Peoples Gas of the potentially dangerous condition(s) listed above. You understand the potentially dangerous condition(s) and you have been advised to make the appropriate correction(s).

For more information, call Peoples Gas at 866-556-6001.

PEOPLES GAS®

321893


IRS

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT O

Email thread of September 24, 2026 between Phillip Bleicher and the Receiver (9:32 a.m. to 6:22 p.m., Central)

Written notice of no heat and the Receiver's replies, including "The lease we received is deemed accurate" (1:51 p.m.) and the requests that Mr. Bleicher vacate (3:39 p.m. and 6:22 p.m.).

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

Email thread "NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)" — Phillip Bleicher and Receiver Daniel J. Hyman (cc James D. Trail; from 11:56 a.m., also Sean Wagner), September 24, 2026, 9:32 a.m. to 6:22 p.m. (printed from the Gmail account of Phillip Bleicher, phil@lukebaby.com; quoted earlier messages and the Receiver's standard signature block omitted from each message; times Central)

Color key (added for readability; the text of each message is unchanged):

FROM THE RECEIVER | **TO THE RECEIVER**

TO THE RECEIVER

From: phil@lukebaby.com
To: dhyman@mpirealestate.com
Cc: jtrail@ginsbergjacobs.com
Date: Thursday, September 24, 2026, 9:32 AM (Central)
Subject: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

Thursday, September 24, 2026

Mr. Hyman:

This is written notice under Chicago Municipal Code § 5-12-110(f) that Unit 3N, my home at 2705 W. Fulton St., has no heat.

The furnace serving Unit 3N has not operated since September 3, 2026. That day the carbon-monoxide detectors activated after work on the neighboring unit's furnace; the Chicago Fire Department evacuated the building and shut off the gas, and Peoples Gas tagged the furnace serving 3N and cut its power. Peoples Gas now reports that gas service is on, but the furnace does not operate and has not been repaired. The tenants' September 16 letter (§ 3(g)) reported the CO event and gas shut-off, and you saw the tagged furnace during your September 22 walk-through. On the night of September 22 the temperature inside the unit was in the 50s.

Chicago's heating season began September 15. Chapter 14X-8 of the Municipal Code requires heat from September 15 to June 1 — in dwelling units (68°F by day, 66°F overnight) and in occupiable work spaces (§ 14X-8-802.3.2) alike. Whatever label is put on the unit, heat is required now.

I ask that you:

1. Have a licensed HVAC contractor repair the furnace, and confirm with Peoples Gas that it is safe to operate, within 24 hours of this notice.
2. Tell me in writing who is coming and when. For this repair I will provide access on short notice by phone at any reasonable hour.
3. If the repair exceeds the $2,500 limit in ¶ 13 of the August 31, 2026 Order, request the plaintiff's consent today. Mr. Trail is copied for that reason.

If heat is not restored within 24 hours, I intend to exercise my remedies under § 5-12-110(f), including procuring reasonable amounts of heat — space heating and, if necessary, a licensed contractor's repair of the furnace — and deducting the actual and reasonable cost on presentation of paid receipts (§ 5-12-110(f)(1)). All other remedies under § 5-12-110(f) and the Ordinance, including those under § 5-12-110(f)(4), are reserved.

A separate written notice on the other conditions inside Unit 3N will follow.

Phillip Bleicher
Unit 3N, 2705 W. Fulton St., Chicago, IL 60612
312-498-5815
Phil@Lukebaby.com

cc: James D. Trail, Ginsberg Jacobs LLC, counsel for plaintiff First Bank of Highland Park

FROM THE RECEIVER

From: dhyman@mpirealestate.com
To: phil@lukebaby.com
Cc: jtrail@ginsbergjacobs.com
Date: Thursday, September 24, 2026, 9:35 AM (Central)
Subject: Re: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

You never pointed this out to us when we were through the unit the other day.

1.
We are not authorizing your use of a contractor of your selection and will have a contractor look into it.

How would they contact you.

Daniel J Hyman
President & Managing Broker
Millennium Properties R/E

TO THE RECEIVER

From: phil@lukebaby.com
To: dhyman@mpirealestate.com
Cc: jtrail@ginsbergjacobs.com
Date: Thursday, September 24, 2026, 10:14 AM (Central)
Subject: Re: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

Mr. Hyman:

Whether or not you looked at the furnace on September 22, you have notice. The September 3 carbon-monoxide event and gas shut-off were reported to you

in writing in the tenants' September 16 letter and in my letters of September 17 and 18, and my notice this morning tells you that the furnace serving Unit 3N was tagged by Peoples Gas and that I have no heat.

Please send me your contractor's name and phone number, or have the contractor call or text me at 312-498-5815, so the furnace can be repaired as soon as possible. I will give access the same day.

Phillip Bleicher

Unit 3N, 2705 W. Fulton St.
312-498-5815

FROM THE RECEIVER

From: dhyman@mpirealestate.com
To: phil@lukebaby.com
Cc: jtrail@ginsbergjacobs.com
Date: Thursday, September 24, 2026, 11:46 AM (Central)
Subject: RE: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

Please forward us your lease.

I am unable to authorize any repairs without knowing the terms thereof.

Daniel J Hyman
President & Managing Broker
Millennium Properties R/E

TO THE RECEIVER

From: phil@lukebaby.com
To: dhyman@mpirealestate.com
Cc: jtrail@ginsbergjacobs.com
Date: Thursday, September 24, 2026, 11:49 AM (Central)
Subject: Re: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

Mr. Hyman:

My lease is among the records the former owner is required to turn over to you under ¶ 5 of the August 31, 2026 Order; please obtain it from him. Your August 31 letter told the tenants that their leases are valid and will be honored.

No lease term is needed to restore heat. Municipal Code §§ 14X-8-802.2.2 and 14X-8-802.3.2 require heat from September 15 to June 1 whatever a lease says, and the Order directs you to manage the property as a reasonably prudent person would. A furnace tagged by Peoples Gas after a carbon-monoxide event is a safety condition in the building you are

managing.

I ask again that you send your contractor. They can call or text me at 312-498-5815, and I will give access the same day.

Phillip Bleicher

Unit 3N, 2705 W. Fulton St.
312-498-5815

FROM THE RECEIVER

From: dhyman@mpirealestate.com
To: phil@lukebaby.com
Cc: jtrail@ginsbergjacobs.com; SeanW@mpirealestate.com
Date: Thursday, September 24, 2026, 11:56 AM (Central)
Subject: RE: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

I'm sorry without the lease unable to help you.

As it may not be my responsibility. You refuse to help your situation. My hands are tied.

I am not averse to you, but you seem to unable to equate the difference between the ownership and my position for the Court.

Also are you a lawyer?

Daniel J Hyman
President & Managing Broker
Millennium Properties R/E

TO THE RECEIVER

From: phil@lukebaby.com
To: dhyman@mpirealestate.com
Cc: jtrail@ginsbergjacobs.com; SeanW@mpirealestate.com
Date: Thursday, September 24, 2026, 12:49 PM (Central)
Subject: Re: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

Mr. Hyman:

No, I am not a lawyer. I am the tenant of Unit 3N, and I am asking for heat.

The lease does not decide this. The law does:

1. Chicago Municipal Code § 14X-8-802.2 requires every dwelling unit to be provided with permanent heating equipment capable of maintaining a room temperature of 68°F, and portable space heaters do not count toward it. The permanent heating equipment for Unit 3N is its furnace, which Peoples Gas tagged on September 3. Whatever label the Order uses for the building, § 14X-8-802.3.2 also requires heat in occupied work spaces from September 15

to June 1.
2. The Residential Landlord and Tenant Ordinance, § 5-12-070, requires the landlord to maintain the premises in compliance with the Municipal Code and to promptly make the repairs needed to do so. Section 5-12-110 lists failure to maintain heating facilities or gas-fired appliances as required by the Municipal Code as a material noncompliance, and § 5-12-110(f) gives the tenant remedies when heat is not supplied.
3. Section 5-12-140(a) makes unenforceable any lease provision by which a tenant agrees to waive or forgo the rights, remedies or obligations the Ordinance provides. No lease term can shift that duty to me.
4. Under ¶ 3 of the August 31, 2026 Order you have the duties of a receiver under the Illinois Mortgage Foreclosure Law, including the duty in 735 ILCS 5/15-1704(c)(2) to use reasonable efforts to maintain the property in at least as good condition as when you took possession. The furnace heated my unit last heating season. On September 3, after the August 31 Order was entered, Peoples Gas tagged it and cut its power following the carbon-monoxide event that came after work on the neighboring unit's furnace. Paragraph 13 of the Order provides for improvements with the plaintiff's consent, which is why Mr. Trail is copied.

The lease itself is among the leasing documents the former owner must turn over to you under ¶ 5(b) of the Order.

My notice of this morning stands. I have not refused to help: your contractor can call or text me at 312-498-5815, and I will give access the same day.

Phillip Bleicher
Unit 3N, 2705 W. Fulton St.
312-498-5815

FROM THE RECEIVER

From: dhyman@mpirealestate.com
To: phil@lukebaby.com
Cc: jtrail@ginsbergjacobs.com; SeanW@mpirealestate.com
Date: Thursday, September 24, 2026, 1:03 PM (Central)
Subject: RE: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

I have reviewed the lease that was provided, and I do not see anywhere in the lease where you or your company are identified as the tenant.

Please clarify your relationship with the property and your legal standing to occupy and use the premises. That is why I was seeking the lease that you refuse to provide.

You indicated that this is your home. However, based on the lease and the permitted use of the property, residential use does not appear to be authorized. Please explain the basis for your

occupancy and use of the space.

I also ask that you review Paragraph #3, “Care and Maintenance.” That provision appears to place certain responsibilities on the tenant such as HVAC. This is similar to the other leases effecting the property and wanted to offer you the opportunity to provide documentation of your position.

Please clarify whether you are acting individually, on behalf of Mr. Black, CDM Media LLC, or another entity, and what your legal relationship is to the tenant identified in the lease. When we visited the property, we did not see a Mr. Black or anything identifying CDM Media.

We are trying to understand the situation and work with you to resolve these issues. Please provide the relevant information and documentation so that we can address this properly.

Help us help you resolve this matter rather than relying on general information or quotations from ChatGPT. We need to understand the actual lease, the parties involved, and the legal basis for your occupancy and use of the property.

Daniel J Hyman
President & Managing Broker
Millennium Properties R/E

Attachment: BLACK_0001 (003).pdf

TO THE RECEIVER

From: phil@lukebaby.com
To: dhyman@mpirealestate.com
Cc: jtrail@ginsbergjacobs.com; SeanW@mpirealestate.com
Date: Thursday, September 24, 2026, 1:29 PM (Central)
Subject: Re: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

Mr. Hyman:

The document you attached is not the lease that was signed on August 12, 2022. I have a copy of the lease as it was signed that day, and the document you attached differs from it in material respects. Please do not rely on it.

Please tell me in writing who gave you this document, when you received it, and in what form. Please also tell me whether you had it when you wrote to me at 11:46 a.m. today, "I am unable to authorize any repairs without knowing the terms thereof," and at 11:56 a.m., "without the lease unable to help you." Please preserve it, together with every document and communication you have received from Mr. Federow, his entities or his attorney about Unit 3N.

The invoices, thirty-day notice and affidavit you attached were issued by Byron & Scottch LLC and Mr. Federow. They are disputed and are not records of the receivership.

Your stated reason for not repairing the furnace was that you needed the lease terms. You now say you have reviewed a lease. Under Chicago Municipal Code § 5-12-140(a), no lease can waive the landlord's obligations under the Ordinance, including the duty to maintain heating facilities. My notice of this morning stands, and the unit still has no heat. Your contractor can call or text me at 312-498-5815, and I will give access the same day.

Phillip Bleicher
Unit 3N, 2705 W. Fulton St.
312-498-5815

FROM THE RECEIVER

From: dhyman@mpirealestate.com
To: phil@lukebaby.com
Cc: jtrail@ginsbergjacobs.com; SeanW@mpirealestate.com
Date: Thursday, September 24, 2026, 1:51 PM (Central)
Subject: RE: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

The lease we received is deemed accurate, and the lease pertains to a commercial space. We have continued to receive information from you that does not appear to be consistent with the lease or the circumstances, which makes it difficult for us to assist you in resolving this matter.

You have also repeatedly referenced statements allegedly made by your attorney regarding various legal issues. If there are legal claims or positions that you believe affect this matter, it may be more appropriate for us to communicate directly with your attorney so that we can address those issues accurately and efficiently.

At this time, we stand by the lease that was provided to us unless and until you provide documentation or other information demonstrating that any portion of the lease is inaccurate or should be interpreted differently.

Additionally, based on the information currently available to us, there appear to be questions regarding your legal standing and the basis upon which you are occupying the premises. This is a serious matter that needs to be clarified.

We would prefer to resolve these issues constructively. Please provide any documentation you believe supports your position, or have your attorney contact us directly so that the matter can be addressed appropriately.

Daniel J Hyman
President & Managing Broker
Millennium Properties R/E

TO THE RECEIVER

From: phil@lukebaby.com
To: dhyman@mpirealestate.com
Cc: jtrail@ginsbergjacobs.com; SeanW@mpirealestate.com

Date: Thursday, September 24, 2026, 2:23 PM (Central)
Subject: Re: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

I do not agree that the document you have is the lease that was signed, or that the unit is not my home. So that the receivership's position is clear, please answer each of the following in writing:

1. Will the receivership repair the furnace serving Unit 3N? Yes or no.

2. If not, what is the reason?

3. Is it the receivership's position that the Chicago Residential Landlord and Tenant Ordinance does not apply to Unit 3N? If so, on what basis?

4. Your five-day notice of September 22 demands $23,950.88. Please list each month and each charge that makes up that amount, with the dollar figure for each.

5. What document or records did you use to calculate $23,950.88?

6. How much of the $23,950.88 is for rent or charges for any period before August 31, 2026?

7. Before relying on the invoices and thirty-day notice you attached, did you check them against any payment records? If so, which records?

8. Who gave you the lease and the invoices you attached, and on what date?

The furnace serving Unit 3N remains out of service, and the unit still has no heat. Your contractor can call or text me at 312-498-5815, and I will give access the same day.

Phillip Bleicher
Unit 3N, 2705 W. Fulton St.
312-498-5815

FROM THE RECEIVER

From: dhyman@mpirealestate.com
To: phil@lukebaby.com
Cc: jtrail@ginsbergjacobs.com; SeanW@mpirealestate.com
Date: Thursday, September 24, 2026, 3:39 PM (Central)
Subject: RE: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

Until you can provide documentation showing otherwise, the lease we currently have is the lease we are relying upon in addressing the occupancy of the property.

At this time, we have not been provided with documentation establishing your legal right or authority to occupy the premises. Accordingly, we need you to provide documentation showing the

basis for your occupancy and your relationship to the tenant identified in the lease. This is something you are unwilling to do and reaffirms your questionable status.

Our primary concern is the safety and security of all of the legitimate tenants and occupants in the building. We need to know who is authorized to be on the property and under what authority they are occupying the space.

We are therefore asking that you either vacate the premises or provide us with documentation demonstrating that you have a legal right or other authorization to remain at the property.

We would prefer to resolve this cooperatively and without further action. Please provide the requested documentation as soon as possible so that we can determine the appropriate next steps.

Daniel J Hyman
President & Managing Broker
Millennium Properties R/E

TO THE RECEIVER

From: phil@lukebaby.com
To: dhyman@mpirealestate.com
Cc: jtrail@ginsbergjacobs.com; SeanW@mpirealestate.com
Date: Thursday, September 24, 2026, 3:49 PM (Central)
Subject: Re: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

Mr. Hyman:

I will not vacate my home. I was present when the lease was signed on August 12, 2022, and I have lived in Unit 3N since then, with the former owner's knowledge. I will respond to your request for documentation in writing.

No one may be removed from the unit except by court order. Chicago Municipal Code § 5-12-160 prohibits changing or removing locks, blocking entry, removing property, or interrupting heat, gas, electricity, water or other services to a unit without authority of law. Any entry requires notice under § 5-12-050, except in an emergency.

My written notice of this morning under § 5-12-110(f) remains in effect. The furnace serving Unit 3N remains out of service, and the unit still has no heat. A separate written notice of the other conditions in Unit 3N that need repair will follow.

Please answer the questions in my email of 2:23 p.m. today, beginning with the first: *will the receivership repair the furnace serving Unit 3N?*

Phillip Bleicher
Unit 3N, 2705 W. Fulton St.
312-498-5815

FROM THE RECEIVER

From: dhyman@mpirealestate.com
To: phil@lukebaby.com
Cc: jtrail@ginsbergjacobs.com; SeanW@mpirealestate.com
Date: Thursday, September 24, 2026, 6:22 PM (Central)
Subject: RE: NO HEAT — Unit 3N, 2705 W. Fulton — written notice under RLTO § 5-12-110(f)

Based on the information currently available to us, we have not been provided with any documentation establishing your legal status or right to occupy the property. Despite our repeated requests, you have not provided documentation demonstrating your relationship to the tenant, the property, or the lease.

Until you provide such documentation, we have no basis to recognize you as an authorized tenant or occupant of the property.

We are asking you to provide documentation establishing your legal right or other authorization to remain at the property. Your continued refusal to provide this information is unreasonable. If you have a legitimate right to occupy the premises, we would expect you to be able to provide documentation supporting that right.

Until this information is provided, we cannot meaningfully communicate with you regarding tenancy matters or assist you with issues relating to the premises.

We would prefer to resolve this matter cooperatively. However, your continued communications have included threats directed at the Receiver and its management company, and we believe those communications are inappropriate and counterproductive to resolving the matter.

Our objective is simply to establish who has the legal right to occupy the premises and to ensure that the property is being operated safely and in accordance with the applicable lease and Court requirements.

Please provide the requested documentation so that we can determine your status and proceed accordingly or vacate for the safety and security of the legitimate tenants in the building.

Daniel J Hyman
President & Managing Broker
Millennium Properties R/E

The attachment to the Receiver's 1:03 p.m. email, "BLACK_0001 (003).pdf" (15 pages), consists of a six-page lease document followed by invoices of Byron & Scottch LLC, a thirty-day notice and an affidavit of service. Its lease pages 2, 4 and 6 and its cover page are reproduced beside the signed lease in Exhibit E. Mr. Bleicher's reply at 7:08 p.m., sent after counsel's letter (Exhibit P), is not included; it is available on request.

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT P

Letter of Corinthia Hicks to the Receiver and James D. Trail, September 24, 2026 (sent by email and FedEx; copies to counsel for The Fulton Building, LLC and to Michael Federow)

Notice under Standing Order § XIX(a). Enclosures omitted; they appear as Exhibits F, G, J and D (the September 18, 2026 letter is available on request).

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

CORINTHIA HICKS, ESQ.
2705 W Fulton St, Unit 3N
Chicago, IL 60612-2003
(305) 438-9450 · corinthia@flavaworks.com

September 24, 2026

VIA EMAIL AND FEDEX OVERNIGHT

Daniel J. Hyman, Receiver
First Bank of Highland Park v. The Fulton Building, LLC, et al., No. 25 CH 10558
Circuit Court of Cook County, Chancery Division, Calendar 64
c/o Millennium Properties R/E, Inc.
40 East Huron Street, Suite 700D
Chicago, Illinois 60611
dhyman@mpirealestate.com
FedEx tracking no. 877726332290

James D. Trail, Esq.
Ginsberg Jacobs LLC
Counsel for plaintiff First Bank of Highland Park
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606
jtrail@ginsbergjacobs.com
FedEx tracking no. 877726539348

cc (notice of emergency motion; by email and FedEx):
Timothy C. Culbertson, Law Office of T. Culbertson, counsel for The Fulton Building, LLC — Two North Riverside Plaza, Suite 1850, Chicago, IL 60606 — tcculb@gmail.com — FedEx tracking no. 877728016931

Michael Federow — 197 Longcommon Road, Riverside, IL 60546; posted at his office, 2701 W. Fulton St. (270 N. Washtenaw Ave., Suite 2W), Chicago, IL 60612 — 500group@mail.com; Byron.Scottch@mail.com — FedEx tracking no. 877728105720

Re: Unit 3N, 2701-09 W. Fulton St. — the Receiver's Notice of Termination dated September 22, 2026; no heat; the Receiver's September 24 demand that the occupant vacate — notice of emergency motion to be filed Monday, September 28, 2026

Mr. Hyman and Mr. Trail:

I represent Phillip Bleicher, who occupies Unit 3N, and Christian Black, the lessee named in the August 12, 2022 lease for the unit. Mr. Bleicher has lived in Unit 3N as his residence, and

worked there, continuously since August 2022, and the rent has been paid throughout by CDM Media, Inc., his company. The landlord knew before the lease was signed that the unit would be a live/work space: the August 9, 2022 letter of intent states, "I will use the space as a live/work space."

This letter is written to Mr. Hyman in his capacity as receiver, and references to "you" below means the receiver. Mr. Trail is addressed directly, rather than copied, because the matters below concern potential exposures of the receivership estate and because ¶ 13 of the Order makes the plaintiff's consent relevant to the repair obligations addressed in ¶ 8. References to "the mortgagor" mean defendant The Fulton Building, LLC and its principal, defendant Michael Federow. Please direct all further communications concerning Unit 3N or my clients to me. Any attorney retained in connection with these matters should likewise contact me directly. Your email of 2:51 p.m. today asked that my clients' attorney contact you directly; this letter is that contact.

1. The September 22 notice. At the conclusion of your September 22 inspection, you handed Mr. Bleicher a pre-completed Notice of Termination for Non-Payment of Rent addressed to "Christine Black" and unknown occupants, demanding $23,950.88. There is no tenant named Christine Black.

The monthly rent for Unit 3N is $3,385. The Court's August 31, 2026 Order authorizes you to collect rent "from the effective date of this order" (¶ 4), which was August 31, when your bond was approved. The $23,950.88 demanded represents approximately seven months of rent and therefore could not have accrued during the receivership. Instead, it matches the mortgagor's claimed invoice balance, which my clients have disputed in writing since March 2023. That balance was placed on the termination notice even though, only five days earlier, you advised the tenants that you had "not received the necessary information or documentation from the owner."

The notice served on Unit 6S that same day similarly demands $5,581.83—the exact total stated on the mortgagor's August 20 invoice, even though the invoice's individual line items total only $5,357.00. Neither amount appears to have been independently verified before the notices were served. The form you used carries the statutory sentence that "Only FULL PAYMENT of the rent demanded in this Notice will waive the landlord's right to terminate the lease under this Notice." As written, the Unit 3N notice can be satisfied only by paying the receivership the mortgagor's disputed invoice balance. A notice that cannot be cured by paying the rent actually due is not a demand for rent; it must be withdrawn.

1A. Today's correspondence. At 10:32 a.m. today Mr. Bleicher gave you written notice under RLTO § 5-12-110(f) that Unit 3N has no heat. You did not address the furnace. You wrote that you were "not authorizing" his contractor and would "have a contractor look into it" (10:35 a.m.); that you were "unable to authorize any repairs without knowing the terms" of the lease (12:46 p.m.); that "without the lease" you were "unable to help" and that the furnace "may not be my responsibility" (12:56 p.m.); at 2:03 p.m. you attached a document supplied by the mortgagor

and asked Mr. Bleicher to explain "the basis for your occupancy"; at 2:51 p.m. you declared that document "deemed accurate"; and at 4:39 p.m. you asked him to "either vacate the premises or provide us with documentation demonstrating that you have a legal right or other authorization to remain at the property."

The document you attached is not the lease that was signed on August 12, 2022. My clients have the signed lease; its six substantive pages are enclosed (Enclosure 5). Among other differences, the document you received names as lessor "Property Management Support Inc.," a corporation dissolved in 2017; states a different term-end date; misnames the business "CDM MEDIE LLC"; states a key deposit of $3,200 where the signed lease states $5,077.50; states a five-day-notice charge of $250 where the signed lease states $495; and omits the lessee's initials and the initialed correction on the signature page. Paragraph 5 of the Order tells you where the lease comes from and requires the mortgagor to deliver it; it does not make a version the mortgagor supplies "accurate" over the tenant's objection. Mr. Bleicher's occupancy is not in doubt: he has lived in the unit for four years with the lessor's knowledge, and no lease term is needed to establish that a receiver may not demand that an occupant vacate without an order of the Court.

2. The termination notices were served before the statutorily required notice to occupants. Section 15-1704(f) of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1704(f), required you, within 21 days of appointment, to serve each known occupant of a dwelling unit with written notice identifying the occupant; stating that the property is the subject of a foreclosure action and that control of the property has changed; providing contact information for concerns and repairs; stating, "This is NOT a notice to vacate the premises," or substantially similar language; and identifying the case by name, number, and court. ¶ 4 of the Order independently requires the same notice: "Within 21 days, the receiver shall provide notice to all occupants of the property as required by 735 ILCS 5/15-1704(f)."

Your August 31 "Valued Tenant" letter does not satisfy those requirements. It identifies no occupant, does not state that the property is in foreclosure, omits the required notice-to-vacate language, and provides a case number without identifying the case or court. The letter reached Unit 3N through your staff on September 4, 2026 and the following day, when Mr. Federow placed another copy in Mr. Bleicher's mailbox.

The consequence is express: a receiver who fails to comply with the statutory notice requirements "may not collect any rent due and owing from a known occupant, or terminate a known occupant's tenancy for non-payment of such rent, until the receiver has served the notice." 735 ILCS 5/15-1704(f)(5)(i). The 21-day period expired September 21, 2026. You served the termination notice the following day without first providing the required statutory notice.

The seven-day provision in § 15-1704(f)(4) does not alter that result. It applies when the receiver ascertains an occupant's identity and address more than 21 days after appointment. Here, my clients' names, unit, and address were known to you no later than September 16, when you came to Mr. Bleicher's door and received the tenants' letter, and were provided again in his September

17 and 18 letters—all within the 21-day period. Section 15-1704(f)(6) separately required you to post notice on the primary entrance of each dwelling unit within 21 days; no such notice was posted.

Independently, the notice disregards the lease you have been demanding from the tenants. Paragraph 14 of the Unit 3N lease ("Lessor's Remedies on Default") applies expressly to a default "on rent, or any additional rent," and permits termination only after the lessor gives notice of the default, the lessee fails to cure within thirty (30) days, and the lessor then serves a termination notice of "not less than thirty (30) days" — a minimum of sixty days, not five. A receiver takes the lease as written; it cannot be invoked to collect and disregarded to terminate. My clients are informed that the mortgagor's form lease, with the same clause, was used for other units. Accordingly, the September 22 notice cannot presently support collection or termination for nonpayment. My clients reserve all objections and defenses concerning that notice.

3. Timing. The Unit 3N notice was served on the occupant who organized the building's tenants only six days after their joint letter to you and five days after his September 17 letter concerning your entry into his mailbox. Requesting required repairs, joining a tenants' organization, and exercising a right or remedy provided by law are protected activities under RLTO § 5-12-150. Evidence of such protected conduct within the preceding year creates a rebuttable presumption that subsequent conduct by the landlord was retaliatory. Your demand today that Mr. Bleicher vacate, made six hours after his written request for heat, is conduct of the same kind.

The ordinance excepts action based on a violation of the rental agreement or law. But that exception does not resolve the issue here, where the asserted basis for termination is nonpayment of amounts that, for the reasons stated in ¶ 1 above, my clients dispute were owed to or collectible by the receiver.

4. Rent. My clients do not dispute that rent accruing on and after August 31, 2026 is payable to you. The Foreclosure Law requires a receiver to "accept all rental payments from an occupant of the mortgaged property," 735 ILCS 5/15-1704(c)(2.5), and prohibits a receiver from increasing an occupant's rent above the amount previously paid without leave of court, § 15-1704(g).

September 2026 rent for Unit 3N, in the amount of $3,385, will be tendered to you under protest and with all rights reserved, by FedEx Priority Overnight for delivery on Monday, September 28, 2026 — within the period stated in the September 22 notice, which ends on a Sunday and therefore runs through Monday — and without waiver of any defect in that notice. Any amounts claimed by the mortgagor for periods preceding the receivership remain disputed and did not accrue as rent due to the receiver.

5. Leases, keys and deposits. You have demanded leases and keys from tenants and told Mr. Bleicher that, "if [the owner doesn't] provide it, I can ask you for it." The Order, however, expressly directs the mortgagor to provide you with the leases, keys, tenant list, and payment

histories "within five business days after the receiver's bond is approved." ¶ 5. ¶ 6 provides your remedy if he does not, and ¶ 8 requires you to report his non-compliance to the Court.

At lease signing, my clients paid the mortgagor a $5,077.50 deposit, denominated in the lease as a "key deposit," to secure the tenancy. Under RLTO § 5-12-080(a)(1), a tenant's security deposit remains the tenant's property and is not subject to the claims of the landlord's creditors or successors, "including a foreclosing mortgagee." Section 5-12-080(e) further addresses liability for the deposit upon a "transfer of ownership or control" of the property.

Please advise what leases, keys, tenant information, and payment histories the mortgagor has provided; what he has failed or refused to provide; and what, if anything, he has represented to you regarding the $5,077.50 deposit for Unit 3N.

6. Entry and mail. On September 16, you and Mr. Federow demanded entry to Unit 3N without prior notice and in the absence of an emergency. When entry was declined pending proper notice, you opened Mr. Bleicher's USPS mailbox, removed and photographed his mail, and left the mailbox open, as captured on video.

A receiver "is an officer of the Court, not an agent of the mortgagee or the owner." Calendar 64 Standing Order § XXI(h) (citing *U.S. Bank v. Randhurst Crossing LLC*, 2018 IL App (1st) 170348, ¶ 68). Non-emergency entry into a dwelling unit requires at least two days' notice under RLTO § 5-12-050.

Please confirm that any future non-emergency entry into Unit 3N will occur only upon the required notice; that Mr. Federow will not accompany you into the unit absent authorization of the Court; and that neither you nor anyone acting on your behalf will open or otherwise handle my clients' mailbox or mail.

7. Statements to tenants. Any condition that you believe renders a unit uninhabitable and requires a tenant to vacate should be presented to the Court rather than used as a basis for unilateral displacement. Please confirm that no tenant will be directed to vacate absent an order of the Court and that any habitability concern requiring displacement will be reported to the Court with a proposed remedy. Your 4:39 p.m. email today asks Mr. Bleicher to vacate Unit 3N. Please withdraw it. No occupant may be removed from a dwelling unit except by order of the Court, and RLTO § 5-12-160 prohibits any interference with an occupant's possession, locks or services without authority of law.

8. Heat and repairs. Unit 3N has been without heat since September 3, 2026, when Peoples Gas shut off and red-tagged its furnace following a carbon-monoxide event that brought the Chicago Fire Department to the building. Heating season began September 15. Chapter 14X-8 of the Municipal Code requires heat from September 15 through June 1 in occupied work spaces, § 14X-8-802.3.2, as well as dwelling units. The tenants' September 16 letter reported the incident, and you were shown the red-tagged furnace during your September 22 inspection.

The Order found you qualified to "manage the property as would a reasonably prudent person." ¶ 1. The Foreclosure Law likewise requires a receiver to "manage the mortgaged real estate as would a prudent person" and authorizes repairs "necessary to comply with building, housing, and other similar codes." 735 ILCS 5/15-1704(c), (c)(7). It further requires the receiver to "use reasonable efforts to maintain the real estate and other property subject to the mortgage in at least as good condition as existed at the time the receiver took possession." § 15-1704(c)(2). Under the Order, possession began August 31—three days before the furnace was shut off.

¶ 13 of the Order permits you to authorize necessary improvements of up to $2,500 with the plaintiff's consent, which is one reason Mr. Trail is addressed directly. If restoring heat requires an expenditure beyond your authority under the Order, the appropriate course is to seek authority from the Court; the motion will ask the Court to grant it. The $2,500 limitation does not justify leaving an occupied dwelling unit without heat during heating season.

Your emails today conditioned the repair first on receipt of the lease and then on ¶ 3 of the lease. Neither is a reason. RLTO § 5-12-140(a) makes unenforceable any provision by which a tenant agrees to waive or forgo the rights, remedies or obligations the Ordinance provides, including the landlord's duty under § 5-12-070 to maintain heating facilities; Chapter 14X-8 binds the person in control of the building; and the furnace was disabled by Peoples Gas after a carbon-monoxide event that followed work on the neighboring unit's furnace, not by anything the tenant did. Whatever the lease says, a furnace tagged by Peoples Gas is a life-safety condition in a building you manage for the Court.

Please provide, in writing, the name of the contractor you said at 10:35 a.m. you would send and the date by which heat will be restored to Unit 3N, together with a written plan for addressing the life-safety conditions identified in the September 16 letter. Please also confirm that necessary repairs will not be conditioned on payment of the disputed pre-receivership amounts, on production of a lease, or on any lease provision. Mr. Bleicher's written notice under RLTO § 5-12-110(f) was given at 10:32 a.m. today; his remedies under that section, including § 5-12-110(f)(1), are reserved.

9. Correspondence and preservation. Other than providing the Order upon request—seventeen days after it was entered, and only to the six tenants whose addresses appeared on the September 16, 2026 letter—you have not responded to the tenants' September 16 letter or to Mr. Bleicher's September 17 and 18 letters, copies of which are enclosed. We request a formal written response to those communications.

Please also preserve all photographs and video taken at the property on September 16 and 22, 2026; all records, documents, and communications received from the mortgagor or his agents concerning the tenants or their accounts, including any ledger or other record supporting the $23,950.88 demanded from Unit 3N; the document attached to your 2:03 p.m. email today and every communication by which you received it; and all communications concerning the tenants, Unit 3N, or Mr. Bleicher.

10. What my clients will ask the Court to instruct. The motion will ask the Court to instruct you as follows:

(a) that the September 22, 2026 notice served on Unit 3N is withdrawn or, at minimum, that no possession or eviction proceeding will be commenced based on that notice. The notices served the same day on Units 9PH and 6S appear to suffer from the same defects. I do not represent those occupants, but the motion will ask the Court to extend the same relief to all affected units. Withdrawal of all three notices would moot that request;
(b) the source and calculation of the $23,950.88 demanded from Unit 3N;
(c) that no termination notice based on nonpayment of rent will be served on a known occupant of any dwelling unit unless and until the notice required by 735 ILCS 5/15-1704(f) and ¶ 4 of the Order has been served, and that any notice of default for rent will follow ¶ 14 of the applicable lease;
(d) the confirmations regarding entry, handling of mail, and displacement requested in ¶ 6 and 7 above;
(e) the information concerning the mortgagor's turnover obligations and the Unit 3N deposit requested in ¶ 5 above;
(f) the contractor and the date by which heat will be restored to Unit 3N; and
(g) that the September 24, 2026 demand that Mr. Bleicher vacate is withdrawn, and that no occupant of any unit will be directed to vacate absent an order of the Court.

11. Filing Monday. On Monday, September 28, 2026, my clients will file in Case No. 25 CH 10558 a Petition for Leave to Intervene for a Limited Purpose and an Emergency Motion for Instructions to the Receiver.

The emergency relief sought is narrow: (1) an instruction that heat be restored to Unit 3N forthwith, together with authority for the necessary expenditure if paragraph 13 requires further Court approval; (2) an instruction that no possession or eviction proceeding be commenced based on the September 22 notice to Unit 3N—and, in the Court's discretion, the notices served on Units 9PH and 6S—pending a hearing; and (3) an instruction that no occupant be directed to vacate absent an order of the Court, and that the September 24 demand to Mr. Bleicher be withdrawn.

On the regular call, my clients will ask the Court to address the remaining issues identified above, including your compliance with ¶ 4 of the Order and 735 ILCS 5/15-1704(f) — service of a compliant notice on every known occupant — and, until then, no collection of rent and no termination for non-payment; the scope of your authority to collect rent accruing before August 31, 2026; the mortgagor's obligations under paragraph 5 to provide leases, keys, tenant information, payment records, and deposit information, and your reliance on documents supplied by the mortgagor in place of them; notice for non-emergency entry and Mr. Federow's participation in inspections; displacement of tenants absent Court authorization; necessary life-

safety repairs; and responses to tenants' written communications. The motion alternatively requests removal for cause pursuant to 735 ILCS 5/15-1704(h).

If a possession or eviction proceeding is commenced on the September 22 notice, or a new notice is served on my clients after they have petitioned the Court, my clients will move to dismiss it and will present the filing to the Court as good cause for your removal under 735 ILCS 5/15-1704(h) and for disallowance of the receiver's and manager's fees under ¶ 12 of the Order for the period of the conduct. They will seek the remedies the RLTO provides, including two months' rent or twice their damages and attorney's fees under §§ 5-12-150 and 5-12-180, and will ask that those amounts and the estate's costs of the proceeding be charged to you personally and to your bond rather than to the receivership estate. A complaint filed on a notice its filer has been told is void is also subject to Illinois Supreme Court Rule 137.

Notice of emergency motion. This letter constitutes notice pursuant to Calendar 64 Standing Order § XIX(a), Circuit Court Rule 2.2, and General Administrative Order 2018-05 that, on Monday, September 28, 2026, my clients will file and submit to the Court an emergency motion seeking an instruction that: (1) heat be restored to Unit 3N forthwith, with authority for the necessary expenditure if paragraph 13 of the Order requires further Court approval; (2) no possession or eviction proceeding be commenced based on the September 22, 2026 notice to Unit 3N pending a hearing on their motion for instructions to the receiver; and (3) no occupant be directed to vacate absent an order of the Court.

The motion will be e-filed and emailed to ccc.mfmlcalendar64@cookcountyil.gov before 3:30 p.m. that day, with copies provided to you and to all parties of record, and will be presented at 9:15 a.m. on the first date the Court sets under § XIX, which may be as early as Tuesday, September 29, 2026. This notice is being sent today to counsel for The Fulton Building, LLC and to Mr. Federow. If, before the motion is filed, the September 22 notice and the September 24 demand are withdrawn in writing and heat is restored, tell me in writing and I will so inform the Court.

This letter is not intended as a complete statement of my clients' rights, claims, defenses, or positions, all of which are expressly reserved. I remain available to discuss these matters with either of you, or with any counsel retained by the receiver, before Monday.

Respectfully submitted,

Corinthia Hicks Date: 09/24/2026 6:59:11PM EDT

Corinthia Hicks, Esq.
Attorney for Phillip Bleicher and Christian Black
ARDC No. 6352965
Cook County Attorney No. 103517

Enclosures (to each addressee):
(1) Tenants’ letter to the Receiver, September 16, 2026, with FedEx confirmation
(2) Bleicher letter to the Receiver, September 17, 2026 (cc Trail)
(3) Bleicher letter to the Receiver, September 18, 2026
(4) Receiver’s Notice of Termination to Unit 3N, September 22, 2026
(5) Lease for Unit 3N dated August 12, 2022, pages 1–6, as signed

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

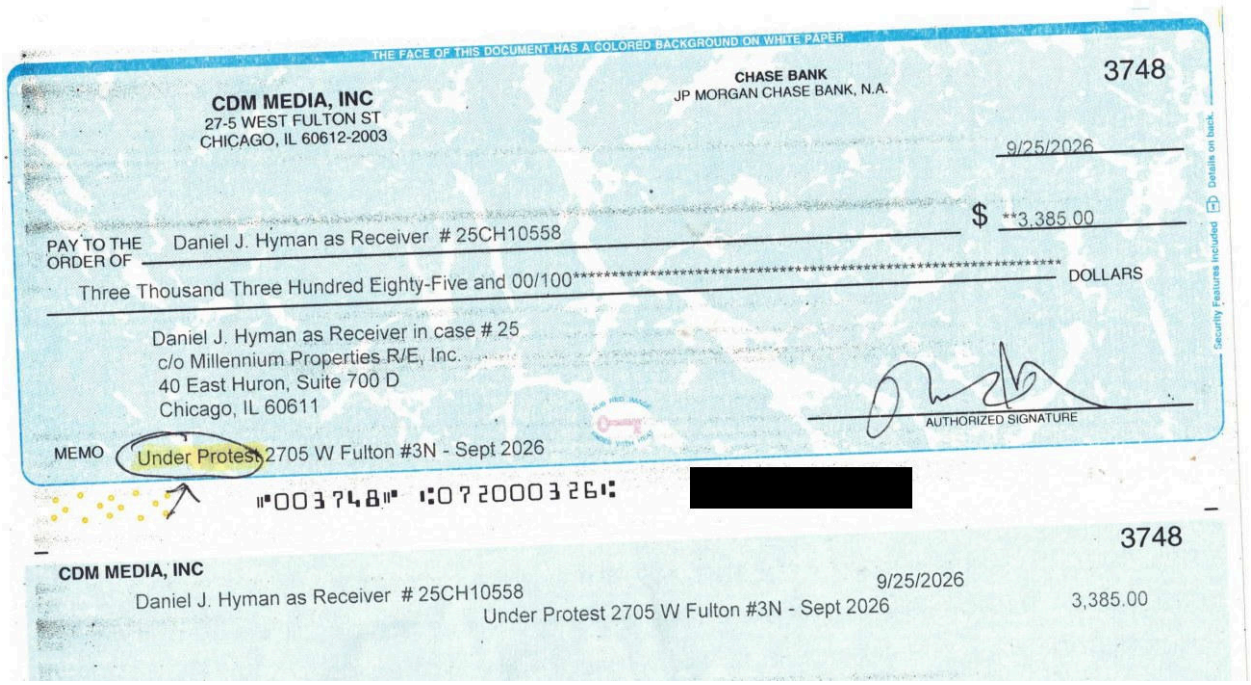
EXHIBIT Q

September 2026 rent — CDM Media, Inc. check no. 3748, September 25, 2026, $3,385.00, under protest — held, ready to be paid

Payable to "Daniel J. Hyman as Receiver # 25CH10558." Not delivered: held and ready to be paid when the Receiver serves the notice required by 735 ILCS 5/15-1704(f)(2), or as the Court directs (Motion ¶ 9).

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

CDM Media, Inc. check no. 3748, September 25, 2026 — $3,385.00 — September 2026 rent, under protest


THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CDM MEDIA, INC
27-5 WEST FULTON ST
CHICAGO, IL 60612-2003

CHASE BANK
JP MORGAN CHASE BANK, N.A.

3748

9/25/2026

PAY TO THE ORDER OF Daniel J. Hyman as Receiver # 25CH10558

$ **3,385.00

Three Thousand Three Hundred Eighty-Five and 00/100********** DOLLARS

Daniel J. Hyman as Receiver in case # 25
c/o Millennium Properties R/E, Inc.
40 East Huron, Suite 700 D
Chicago, IL 60611

AUTHORIZED SIGNATURE

MEMO Under Protest 2705 W Fulton #3N - Sept 2026

⑈003748⑈ ⑆072000326⑆ [redacted]

Security Features Included. Details on back.

3748

CDM MEDIA, INC

Daniel J. Hyman as Receiver # 25CH10558	9/25/2026	
Under Protest 2705 W Fulton #3N - Sept 2026		3,385.00

Copy of the check as written. The account number is blacked out. The check has not been delivered. The September rent is set aside and ready to be paid to the Receiver as soon as he serves the notice required by 735 ILCS 5/15-1704(f)(2), or as the Court directs (Motion ¶ 9; Bleicher Stmt. ¶ 11).

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT R

Receiver's email of September 24, 2026, 4:46 p.m., to the occupant of Unit 9PH, with her 4:22 p.m. no-heat notice, and the two August 20, 2026 invoices to Unit 9PH (identifying information redacted)

"[T]he premises at 2701 W. Fulton is used as a work/live space"; heat repair is "the responsibility of the Lessee"; "the rent that has remained unpaid for the past several months." Invoice no. 2701-PH 092026 appears in two versions: "FINAL BILL," total $10,389.15, and $6,549.15.

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

Email of the occupant of Unit 9PH to the Receiver, September 24, 2026, 4:22 p.m., and the Receiver's reply, 4:46 p.m. (Central) (printed from the email as forwarded to Phillip Bleicher on September 25, 2026; the occupant's name, email address and telephone number are redacted; the Receiver's standard signature block is shortened)

Color key (added for readability; the text of each message is unchanged):

FROM THE RECEIVER **TO THE RECEIVER**

TO THE RECEIVER

From: [Occupant of Unit 9PH — name and email address redacted]
To: Daniel Hyman <dhyman@mpirealestate.com>
Date: Thursday, September 24, 2026, 4:22 PM (Central)
Subject: NO HEAT-9PH, 2701-09w. Fulton- written notice under RLTO 5-12-110(f)

Mr. Hyman:
This is written notice under Chicago Municipal Code § 5-12-110(f) that Unit 9PH, my home at 2701-09 W. Fulton St., has no heat. As I made you aware the other day.

The heat in my unit has not worked since [august 1, 2026]. Chicago's heating season began September 15.

Please have a licensed HVAC contractor repair the heat as soon as possible, and within 24 hours of this notice. Please send me the contractor's name and phone number, or have the contractor call or text me at [telephone redacted], and I will provide access.

[Name redacted]
Unit 9PH, 2701-09 W. Fulton St., Chicago, IL 60612
[telephone redacted]

FROM THE RECEIVER

From: Daniel Hyman <dhyman@mpirealestate.com>
To: [Occupant of Unit 9PH — email address redacted]
Date: Thursday, September 24, 2026, 4:46 PM (Central)
Subject: RE: NO HEAT-9PH, 2701-09w. Fulton- written notice under RLTO 5-12-110(f)

[Name redacted];

It was a pleasure meeting you the other day.

Following your email, I want to formally address several matters concerning your occupancy and use of the premises at 2701 W. Fulton Street.

We have reviewed the lease currently in our possession, and that lease governs the contractual relationship concerning the premises. Section 3, “Care and Maintenance of Premises,” expressly provides that the Lessee, at its own expense and at all times, is responsible for maintaining the premises in good and safe condition. The provision specifically includes the “heating installations” and further provides that the Lessee is responsible for the entire repair required, with the limited exceptions of the roof, exterior walls, and structural foundations.

Accordingly, based upon the express language of the lease, the maintenance and repair of the heating/HVAC installation serving your premises is the responsibility of the Lessee and is to be performed at the Lessee's expense.

We are aware that you have referenced Chicago Municipal Code § 5-12-110(f) concerning the provision of heat. That provision is part of Chicago's Residential Landlord and Tenant Ordinance and must be considered in the context of whether the premises constitute a dwelling unit and the obligations established by the applicable rental agreement. The lease presently before us expressly assigns responsibility for the heating installation to the Lessee.

Furthermore, the premises at 2701 W. Fulton is used as a work/live space. We therefore need to distinguish between the contractual obligations established by your lease and the separate requirements of the Chicago Building Code concerning the lawful use and occupancy of the premises. Nothing in this letter is intended to waive or modify any applicable City requirements. One of which is that the space to live in also has to have a business license. You stated that when we meet you had no such license.

If you contend that, notwithstanding the express language of Section 3, the Receiver is legally responsible for maintaining or repairing the HVAC system serving your premises, you must provide us with the specific legal authority and factual basis for that position.

We also expect you to address the outstanding rent that we discussed. During our meeting, you indicated that you intended to pay the rent that has remained unpaid for the past several months. Please provide confirmation of when the outstanding balance will be paid tomorrow by cashier’s check.

Sincerely,
Daniel J Hyman
President & Managing Broker
Millennium Properties R/E

Attachment: [redacted]_REVISED_0001.pdf (4,652 KB), as shown in the forward of this email to Mr. Bleicher

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Following pages: (1) a Byron & Scottch invoice to Unit 9PH, no. 2701-PH 092026 dated 08/20/2026, headed "FINAL BILL," total $10,389.15, from the 16-page file attached to the Receiver's 4:46 p.m. email as forwarded; (2) the invoice with the same number and date as received by the occupant, total $6,549.15, from her own papers. The lessees' names are redacted.

BYRON & SCOTTCH LLC

2701 W FULTON ST
Chicago, IL 60612
(708) 413-7198
Byron.Scottch@mail.com

FINAL BILL

INVOICE #: 2701-PH 092026
INVOICE DATE: 08/20/2026
DUE DATE: 08/31/2026

BILL TO:
[redacted]
2701-09
FULTON BUILDING
CHICAGO, IL 60612
UNIT PH

DESCRIPTION	QTY	RATE	AMOUNT
Rent for Month of	SEPTEMBER 2026		$4,000.00
Water			$267.88
CAM Charge			$50.00
Insurance			$65.22
Electric			$70.10
Commercial Real Estate			$501.00
Late Notice			$495.00
Late Fee	20 Day		$1,000.00
Toilet Repair			$1,350.00
5 Day Notice			$495.00
Attorneys Fees for 5 Day Notice			$1,500.00
Work Stop Order			$495.00
Admin Fee			$99.95
TOTAL DUE			**$10,389.15**

Note: There is an open balance on your account for repairs.
NOTE: No Insurance; No Business License
THIS INVOICE IS NON-NEGOTIABLE AND MUST BE PAID IN FULL. ANY DEVIATION FROM THE EXACT AMOUNT WILL RESULT IN LATE FEE OF $50.00 PER DAY WHICH WILL BE CHARGED ON YOUR ACCOUNT. PLEASE DO NOT SEND ANY OTHER MAIL TO ANY THIRD PARTY ADDRESS. NOTE: ALL BILLING IS ANNUALLY MONTHLY DAILY AS SPECIFIED.

DYF

BYRON & SCOTTCH LLC
2701 W FULTON ST
Chicago, IL 60612
(708) 413-7198
Byron.Scottch@mail.com

INVOICE #: 2701-PH 092026
INVOICE DATE: 08/20/2026
DUE DATE: 08/31/2026

BILL TO:
[redacted]
2701-09
FULTON BUILDING
CHICAGO, IL 60612
UNIT PH

DESCRIPTION	QTY	RATE	AMOUNT
Rent for Month of	SEPTEMBER 2026		$4,000.00
Water			$267.88
CAM Charge			$50.00
Insurance			$65.22
Electric			$70.10
Commercial Real Estate			$501.00
Late Notice			$495.00
Late Fee	20 Day		$1,000.00
Admin Fee			$99.95
TOTAL DUE			**$6,549.15**

Note: There is an open balance on your account for repairs.
NOTE: No Insurance; No Business License

THIS INVOICE IS NON-NEGOTIABLE AND MUST BE PAID IN FULL. ANY DEVIATION FROM THE EXACT AMOUNT WILL RESULT IN LATE FEE OF $50.00 PER DAY WHICH WILL BE CHARGED ON YOUR ACCOUNT. PLEASE DO NOT SEND ANY OTHER MAIL TO ANY THIRD PARTY ADDRESS. NOTE: ALL BILLING IS ANNUALLY MONTHLY DAILY AS SPECIFIED.

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.	No. 25 CH 10558 Calendar No. 64 Hon. James A. Wright 2701-09 W. Fulton St., Chicago, IL 60612

EXHIBIT S

Emails between the occupant of Unit 1N and the Receiver, September 25, 2026, 3:30, 3:50 and 4:10 p.m.

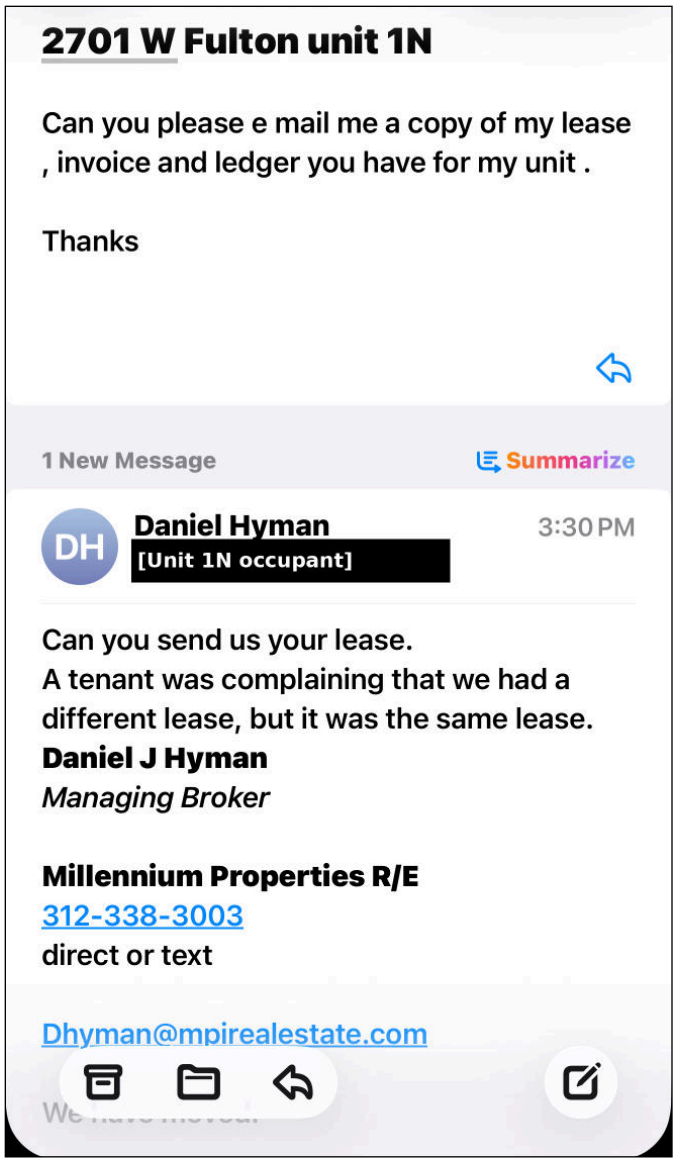
The Receiver: "A tenant was complaining that we had a different lease, but it was the same lease." Asked for his version of the occupant's lease, the Receiver answered: "You first." The occupant's name and email address are redacted.

Exhibit to the Petition for Leave to Intervene for a Limited Purpose and the Emergency Motion for Instructions to the Receiver of Phillip Bleicher and Christian Black (Unit 3N)

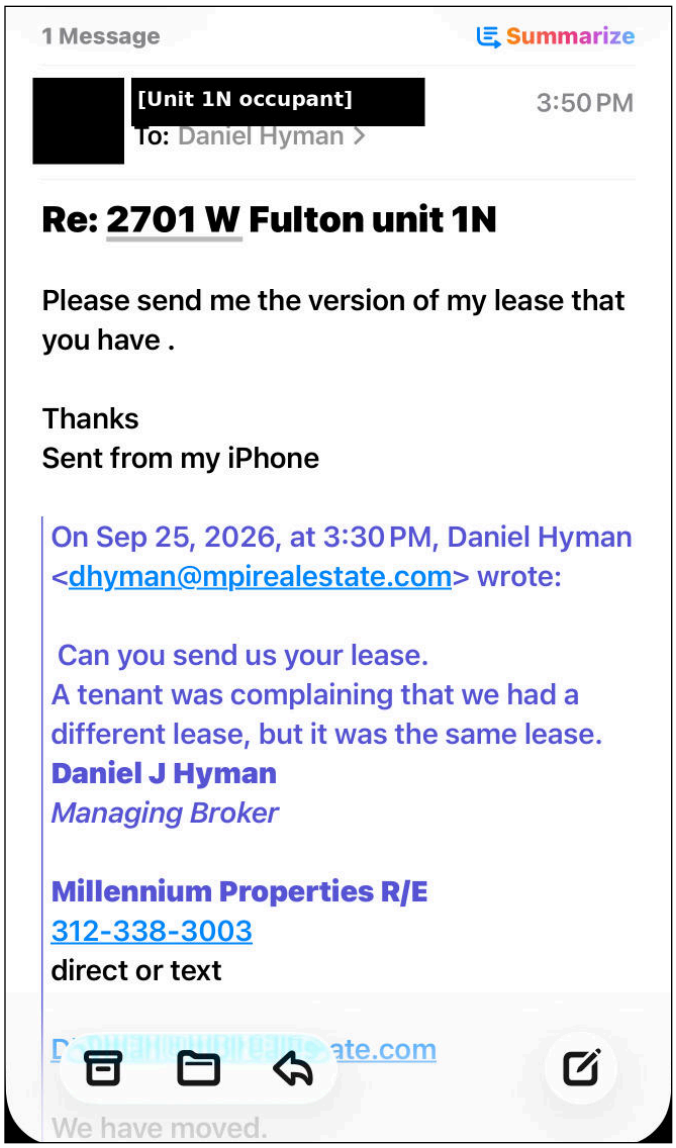
Emails between the occupant of Unit 1N and the Receiver, September 25, 2026 (phone screenshots)

The occupant's name and email address are redacted; an unrelated notification bar is cropped. Nothing else is altered.

(1) Occupant's request; Receiver's reply, 3:30 p.m.



(2) Occupant's reply, 3:50 p.m.



Emails between the occupant of Unit 1N and the Receiver, September 25, 2026 (continued)

(3) Receiver's reply, 4:10 p.m.

