

LEASE

THIS LEASE (“Lease”) is entered into as of August 6, 2020, between JRM OGDEN, LLC, an Illinois limited liability company (“Landlord”), and LISLE TOWNSHIP, a township organized in DuPage County, Illinois (“Tenant”).

ARTICLE 1. – BUILDING AND PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a portion of that certain building located 2121 Ogden Avenue, Lisle, Illinois 60532, and depicted on the site plan attached hereto and incorporated herein as Exhibit A (such building, including the land upon which the building thereon is situated, and all Common Areas (as hereinafter defined) being collectively hereinafter referred to as the “**Building**”). The portion of the Building being leased to Tenant (the “**Premises**”) is shown on Exhibit A and is approximately 4,897 square feet of floor area.

ARTICLE 2. - LEASE TERM

The obligations of this Lease shall begin on the date the Lease is signed by Landlord and Tenant. The initial term of this Lease (“**Term**”) shall begin on the Commencement Date (as defined herein) and shall terminate on the last day of the month which is 10 Lease Years (as defined herein) following the Commencement Date.

The “**Commencement Date**” is the date the Premises is delivered to Tenant for its possession with Landlord’s Work set forth in Exhibit B-1 attached hereto and made a part hereof substantially complete, as evidenced by a final certification of occupancy issued by the governmental authority with jurisdiction. Within 30 days after the Commencement Date has been determined, Landlord and Tenant shall execute and deliver to each other a commencement date memorandum in the form provided by Landlord and mutually agreed to by the parties to establish the same and any other information reasonably requested by Landlord. The first “**Lease Year**” shall be the 12 full calendar month period commencing on the Commencement Date, plus, if the Commencement Date is not the first day of a calendar month, the partial calendar month containing the Commencement Date. Each succeeding 12 calendar month period shall be a Lease Year.

ARTICLE 3. - MINIMUM RENT

Commencing on the Commencement Date, Tenant shall pay Landlord minimum rent (“**Minimum Rent**”) in the amounts set forth below:

Initial Term:

Lease Year	Annual Minimum Rent/SF	Annual Minimum Rent	Monthly Installment
1	\$13.00	\$63,660.96	\$5,305.08
2	\$13.13	\$64,297.57	\$5,358.13
3	\$13.26	\$64,940.55	\$5,411.71
4	\$13.39	\$65,589.95	\$5,465.83
5	\$13.53	\$66,245.85	\$5,520.49
6	\$13.66	\$66,908.31	\$5,575.69
7	\$13.80	\$67,577.39	\$5,631.45
8	\$13.94	\$68,253.17	\$5,687.76
9	\$14.08	\$68,935.70	\$5,744.64
10	\$14.22	\$69,625.05	\$5,802.09

First Extended Term:

Lease Year	Annual Minimum Rent/SF	Annual Minimum Rent	Monthly Installment
11	\$14.36	\$70,321.30	\$5,860.11
12	\$14.50	\$71,024.52	\$5,918.71
13	\$14.65	\$71,734.76	\$5,977.90
14	\$14.80	\$72,452.11	\$6,037.68
15	\$14.94	\$73,176.63	\$6,098.05

Second Extended Term:

Lease Year	Annual Minimum Rent/SF	Annual Minimum Rent	Monthly Installment
16	\$15.09	\$73,908.40	\$6,159.03
17	\$15.24	\$74,647.48	\$6,220.62
18	\$15.40	\$75,393.96	\$6,282.83
19	\$15.55	\$76,147.90	\$6,345.66
20	\$15.71	\$76,909.38	\$6,409.11

Minimum Rent shall be payable in advance on or before the first day of each calendar month during the Term without demand, offset or deduction of any kind, except as otherwise expressly set forth herein. If the Commencement Date is not the first day of a calendar month, the first month's rent shall be prorated on the basis of the number of days in such month. All rent and other payments to be made by Tenant to Landlord shall be sent to JRM Ogden, LLC, 1603 Hunters Glen Court, Wheaton, Illinois 60189, unless Tenant is otherwise notified in writing. For purposes of this Lease, the term "**Additional Rent**" shall mean all amounts required to be paid by Tenant to Landlord hereunder, other than Minimum Rent, whether or not such amount is specifically designated as Additional Rent. "**Rent**" shall mean all Minimum Rent and Additional Rent. In addition to the amounts set forth above, Tenant agrees to pay to Landlord, as Additional Rent, with each monthly rental installment, all privilege, sales, gross receipts, excise, rental or other tax imposed upon the rentals or monetary obligations herein provided to be paid by Tenant, whether such imposition of tax be by the United States, the State of Illinois, city or county in which the Premises is located or any subdivision or municipality thereof. Any installment of Minimum Rent, Additional Rent, or other charges to be paid by Tenant accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate of 15% per annum from the date the same is due until the same shall be paid, and, in the event any payment due from Tenant is not received within 5 days after its due date, then, in addition to the past due amount, Tenant shall pay to Landlord a late charge equal to 5% of the past due amount in order to compensate Landlord for administrative and other overhead expenses. Any such interest shall be payable immediately on demand. Tenant's covenants to pay Minimum Rent and Additional Rent are independent of any other covenant, condition, provision or agreement herein contained.

ARTICLE 4. - USE OF PREMISES

A. Tenant shall use the Premises for governmental business offices and for no other purpose (the "**Permitted Use**").

B. Tenant shall not do or permit in or about the Premises anything which is illegal, hazardous, or of a dangerous nature, or which will increase the rate of, or cause cancellation of, any insurance on the building of which the Premises is a part. Tenant shall not store, use or dispose of any Hazardous Materials on the Premises or the Building. As used herein, "**Hazardous Materials**" shall include but not be limited to substances defined as hazardous substances, "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances controlled or defined under similar state statutes or regulations. Tenant shall not obstruct or interfere with the rights of, or injure or annoy, any other Building tenant or its customers and invitees, or cause, maintain or permit any nuisance or waste in or about the Premises. Throughout the Term, Tenant shall, at its own cost, comply with all lawful requirements of any government or governmental agency in any way relating to

Tenant's use or occupancy of the Premises, and any work or alterations performed therein, including, without limitation, the Americans with Disabilities Act of 1990.

ARTICLE 5. - COMMON AREAS

Landlord agrees to maintain or cause to be maintained during the Term all Common Areas (as defined below) within the Building. Tenant and Tenant's employees and invitees are authorized to use the Common Areas in common with the other persons during the Term. The term "**Common Areas**" as used in this Lease include parking areas, walkways, driveways, delivery areas, landscaped areas, public restrooms, and other areas, facilities and improvements in the portions of the Building not leased to tenants and provided for the convenience and use of the Building, tenants, their employees, customers and invitees. Landlord reserves the right from time to time to make changes in, additions to, and deletions from the Common Areas and the buildings and improvements therein at Landlord's sole discretion, so long as such changes do not materially and permanently alter the number of parking spaces, or materially and permanently reduce or restrict Tenant's use of the Common Areas. Tenant agrees to comply with and observe all reasonable rules and regulations as attached on Exhibit C or as established by Landlord from time to time for the Building. If Landlord provides security services to the Common Areas, it is understood that the security services shall be intended solely for the operation and benefit of the Common Areas and not for the benefit or protection of the Premises, and Landlord shall not be liable in any manner whatsoever to Tenant or any third party by reason of any act or omission of Landlord in providing or maintaining security services (or electing not to provide or maintain security services) in the Common Areas.

ARTICLE 6. - OPERATING COSTS, REAL ESTATE TAXES AND LANDLORD'S INSURANCE COSTS

Tenant covenants and agrees to pay to Landlord, as Additional Rent, Tenant's Proportionate Share of Operating Costs (as defined in this Article). "**Operating Costs**" shall mean the total cost and expense incurred in managing, operating, maintaining, replacing, equipping, inspecting, protecting and repairing the Building. "**Tenant's Proportionate Share**" shall be computed by dividing the floor area of the Premises (including a pro rata share of the interior service areas, such as the electric room and the sprinkler room) by the total floor area of the Building. Tenant shall pay Landlord, on the first day of each calendar month during the Term, amounts reasonably estimated by Landlord to be Tenant's monthly installment of Tenant's Proportionate Share of such Operating Costs and the Administrative Fee (as defined in this Article).

Tenant covenants and agrees to pay to Landlord, as Additional Rent, Tenant's Proportionate Share of Real Estate Taxes (as defined in this Article), whether federal, state, county or municipal, levied or assessed against the Premises, the Building, and all improvements and structures thereon, and all other taxes and assessments (including general and special assessments) attributable to the Building and the operation thereof, and any costs incurred in contesting any real estate taxes (collectively, "**Real Estate Taxes**"). The Real Estate Taxes payable by Tenant for any year shall mean the Real Estate Taxes due and payable during such year, rather than the Real Estate Taxes assessed during such year. If any Real Estate Taxes are reduced due to a vacancy credit or otherwise based upon the vacancy of the Building, Landlord shall receive the benefit of such credit and for purposes of determining Tenant's Proportionate Share of Real Estate Taxes, the Real Estate Taxes shall be deemed to be the amounts that would have been imposed absent such credit or other reduction. Tenant shall pay Landlord, on the first day of each calendar month during the Term, amounts reasonably estimated by Landlord to be Tenant's monthly installment of Tenant's Proportionate Share of such Real Estate Taxes. Tenant shall not contest or appeal any Real Estate Taxes. Tenant shall pay all taxes applicable to all other property in the Premises that is not included in Real Estate Taxes, included all property owned by Tenant, and any taxes hereafter imposed upon the rents payable under this Lease. Notwithstanding the foregoing, if Real Estate Taxes are not imposed upon the Premises as a result of Tenant's status as a unit of government, no Real Estate Taxes shall be due from Tenant so long as such exemption remains in place.

Landlord shall carry a policy or policies of commercial general liability insurance covering the Common Areas of the Building and special form causes of loss insurance covering Landlord's improvements of the Building, and pollution liability insurance, if applicable, all in such forms and amounts and with such deductibles and self-insured retentions as Landlord reasonably deems appropriate (collectively, "**Landlord's Insurance**"). All costs and expenses incurred by Landlord in carrying Landlord's

Insurance shall constitute "**Landlord's Insurance Costs.**" Tenant covenants and agrees to pay to Landlord, as Additional Rent, Tenant's Proportionate Share of Landlord's Insurance Costs. Tenant shall pay Landlord, on the first day of each calendar month during the Term, amounts reasonably estimated by Landlord to be Tenant's monthly installment of Tenant's Proportionate Share of Landlord's Insurance Costs. Notwithstanding any contribution by Tenant to the costs of Landlord's Insurance premiums (as provided in this Lease), Landlord shall not be required to carry insurance of any kind on Tenant's property.

After the end of each calendar year falling in whole or in part during the Term, Landlord shall compute the Operating Costs, Real Estate Taxes and Landlord's Insurance Costs for each calendar year and Tenant's Proportionate Share of such amounts. Landlord shall provide a summary to Tenant reflecting the amount due for Operating Costs, Real Estate Taxes, Landlord's Insurance Costs and an administrative fee of 15 % of such Operating Costs, Real Estate Taxes and Landlord's Insurance Costs in consideration of Landlord's administrative costs in connection therewith (the "**Administrative Fee**"). Upon Tenant's request within sixty (60) days after receipt of a summary, Landlord shall make available to Tenant for Tenant's review Landlord's books and records showing the Operating Costs, Real Estate Taxes and Landlord's Insurance Costs included in such summary. If the amounts paid by Tenant during the preceding calendar year were in excess of Tenant's Proportionate Share of Operating Costs, Real Estate Taxes, Landlord's Insurance Costs and the Administrative Fee for such year, the excess shall be credited against the next payments due from Tenant, and if the amount paid by Tenant is less than Tenant's Proportionate Share of Operating Costs, Real Estate Taxes, Landlord's Insurance Costs and the Administrative Fee, Tenant shall pay the deficiency within 30 days after receipt of notice thereof. If the notice furnished to Tenant includes a computation of the estimated sums that are due from Tenant each month for the current year, the monthly payment shall be adjusted accordingly.

ARTICLE 7. - TENANT INSURANCE

Tenant shall, at all times after the Delivery Date and throughout the Term, at its expense, carry the insurance described in Exhibit D attached hereto and made a part hereof with an insurance company authorized to do business in the state in which the Premises are located and which has a general policy rating of A- or better and a financial class of VII or better by A.M. Best Company, Inc. (or if a rating of A.M. Best Company is no longer available, a similar rating from a similar or successor service). Tenant is also authorized to carry equivalent coverages by its participation in an intergovernmental self-insured risk pool or agency.

ARTICLE 8. - UTILITIES

Tenant, at its own cost, shall pay for all water, gas, heat, electricity, garbage disposal, sewer charges, telephone and any other utility or service charge (including, but not limited to meters, submeters and hookup charges) related to its occupancy of the Premises. If any utility services are not separately metered to the Premises, Landlord shall install a check or sub-meter to measure Tenant's consumption of such utilities. If any utilities are required to be maintained in Landlord's name, Tenant shall either pay all charges for such utility if check or sub-metered to the Premises, or a proportionate share thereof (as equitably determined by Landlord based upon the different uses), if any such services are not check or sub-metered. Landlord shall not be liable in damages, consequential or otherwise, nor, except as expressly provided below, shall there be any rent abatement, arising out of (i) any interruption or reduction in utility services which is due to fire, accident, strike, governmental authority, acts of God, or other causes beyond the reasonable control of Landlord; or (ii) any temporary interruption or reductions in utility services which is necessary to the making of alterations, repairs, or improvements to any part of the Building. Notwithstanding the foregoing, if as a result of a negligent act or omission of Landlord or any employee or agent of Landlord (as distinguished from an act or omission of Tenant or a third party, the occurrence of an event of force majeure or the occurrence of a fire or other casualty which is covered by Article 11 hereof), any utility service to the Premises as described above is not furnished to the Premises and if as a result thereof the Premises, or a "material part" of the Premises, is rendered untenable or inaccessible for a period of five consecutive days, and Tenant does not occupy the Premises, or such material part thereof which is rendered untenable or inaccessible, during such five day period, then as Tenant's sole remedy for such failure to furnish such utility service, Minimum Rent and Tenant's Proportionate Share of Operating Costs, Real Estate Taxes and Landlord's Insurance Costs payable for such portion of the Premises which Tenant does not so occupy shall abate for the period commencing on the expiration of said five day period

and expiring on the date such service is utility restored or Tenant is able to resume occupancy of the Premises or such material part thereof, as the case may be.

ARTICLE 9. – MAINTENANCE, REPAIR, AND ALTERATIONS

Landlord shall keep the roof, structural portions and the exterior surfaces of the exterior walls including all doors of the building in which the Premises is located (it being understood that Tenant shall be responsible for repairs and replacement to the plate glass) and the heating, ventilation and air conditioning (“HVAC”) system and sprinkler system serving the Premises in good order, condition and state of repair. The cost of the foregoing maintenance, repair and replacement obligations of Landlord shall be included in Operating Costs. Landlord shall not be required, however, to make any repair caused by the act or negligence of Tenant, its agents, employees, invitees, licensees, or contractors. Tenant shall give Landlord prompt written notice of any damage to the Premises known to Tenant requiring repair by Landlord. Tenant shall keep the Premises in good and first-class order, condition and state of repair. Tenant shall keep its sewers and drains open and clear and shall keep the sidewalks and Common Areas adjacent to the Premises clean and free of debris. Landlord shall maintain all utility lines and wiring to the point at which they are stubbed to the Premises and Tenant shall be responsible for all lines and wiring within the Premises. Tenant shall reimburse Landlord on demand for the cost of damage to the Premises or the building caused by Tenant or its employees, agents, or invitees. If Tenant fails to comply with the foregoing requirements, Landlord may (but shall not be obligated to) effect such maintenance, repair or replacement, and its cost shall be due and payable as Additional Rent to Landlord within 10 days after Landlord’s written demand. Tenant shall not make any alterations, changes or improvements to any part of the Premises without first obtaining Landlord’s written consent, which consent shall not be unreasonably withheld if the alterations, changes or improvements do not affect the structure of the Building, the common Building systems or the exterior appearance of the Building. If approved, all of the same shall be at Tenant’s sole cost. Landlord may impose as a condition of its consent such requirements as Landlord, in its reasonable discretion, may deem reasonable and desirable or as required by applicable building codes. Any alterations, changes or improvements to the Premises shall comply with all insurance requirements, all laws, ordinances, rules and regulations of all governmental authorities, and shall be constructed in a good and workmanlike and lien-free manner. All alterations, additions, changes and improvements (excluding removable fixtures) made by Tenant shall become the property of Landlord and a part of the realty and shall be surrendered to Landlord upon the expiration or termination of the Term, unless Landlord notifies Tenant in advance of the termination of this Lease that Tenant is required to remove its alterations, additions, changes and improvements.

ARTICLE 10. - SIGNS

Tenant may install a sign on the exterior of the Premises. All of Tenant’s signs shall be installed, maintained and replaced when necessary at Tenant’s expense. All of Tenant’s signs shall be subject to (i) Landlord’s reasonable prior written approval and (ii) all laws, ordinances, rules and regulations of applicable governmental authorities. Such signage, as reasonably approved by Landlord, shall be installed and operational prior to the opening of the Premises for business.

ARTICLE 11. - CASUALTY

If fire or other casualty shall render the whole or any part of the Premises untenable, or if a material part of the Building is damaged or destroyed by fire or other casualty, then Landlord, by notice in writing to Tenant within 60 days from the date of such damage or destruction, may terminate this Lease effective upon a date within 30 days from the date of such notice. Within 60 days after the date of the damage or destruction, if Landlord does not elect to terminate this Lease as provided above, Landlord shall notify Tenant of Landlord’s good faith estimate of the time required to repair and restore the Premises and the Building. If Landlord’s estimate exceeds 270 days, then Tenant, by notice in writing to Landlord within 30 days from the date of such notice, may terminate this Lease effective upon a date within 30 days from the date of such notice. If neither Landlord nor Tenant elects to terminate this Lease, then Landlord shall repair and restore the Premises and the Building to as near their condition prior to the fire or other casualty as is reasonably possible with due diligence (subject to delays for causes beyond Landlord’s reasonable control). In no event shall Landlord be obligated to repair or restore any equipment or improvements installed by Tenant at Tenant’s expense. Tenant agrees that promptly after completion of such work by Landlord,

Tenant will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore its fixtures, equipment and property, which shall be completed within 60 days of Landlord's restoration(subject to delays for causes beyond Tenant's reasonable control). If the casualty, repairing or rebuilding shall render the Premises untenable, in whole or in part, and the damage shall not have been due to the fault or neglect of Tenant, a proportionate abatement of Rent shall be allowed from the date when the damage occurred until the date both Landlord and Tenant substantially complete their respective work (provided Tenant shall be allowed a maximum of 60 days to substantially complete its work after Landlord substantially completes its work in the Premises), said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the square footage of the Premises.

ARTICLE 12. - CONDEMNATION

If all or substantially all of the Premises is appropriated by any public or quasi-public authority under the power of eminent domain (or similar law authorizing the involuntary taking of private property, which shall include a sale to a public body), either party hereto shall have the right, at its option to terminate this Lease effective as of the date possession is taken by the authority, and Landlord shall be entitled to the income, rent, awards, and any interest thereon, which may be paid or made in connection with the public or quasi-public use or purpose. If only an unsubstantial portion of the Premises is taken, as determined by Tenant, then this Lease shall continue in full force and Landlord shall use the proceeds of the award to restore the remainder of the Premises so far as practicable to a complete unit of like quality and condition to that which existed immediately prior to the taking, and the Minimum Rent shall be reduced in proportion to the floor area of the Premises taken. Landlord's restoration work shall not exceed the scope of work done by Landlord in originally constructing the Premises and the cost of such work shall not exceed the amount of the award received by Landlord. Nothing contained in this Article shall be deemed to deny to Tenant its right to claim from the condemning authority compensation or damages for its trade fixtures and personal property and any other compensation independently payable to Tenant that does not reduce the award payable to Landlord. Notwithstanding anything in this Article or elsewhere in this Lease to the contrary, if required by Landlord's lender, Landlord may terminate this Lease and shall have no obligation to rebuild the Building in connection with a condemnation of any portion of the Building.

ARTICLE 13. - LIENS

Tenant shall pay all costs for work done by it or caused to be done by it in the Premises and Tenant shall keep the Premises and the Building free and clear of all mechanics' liens and other liens on account of work done for Tenant or persons claiming under Tenant. Tenant acknowledges that the filing of any notice of lien or lien by Tenant's contractor on the Building could place Landlord in default of its loan agreements or cause draws for completed work to be delayed. If such a notice of lien or lien is filed, Tenant shall discharge the notice of lien or lien within 10 days after the filing thereof (the "**Lien Cure Period**"). In the event Tenant fails to discharge such notice of lien or lien prior to the expiration of the Lien Cure Period, then such failure shall constitute a default hereunder for which no further cure period applies. In addition, should Tenant fail to pay any liens within the Lien Cure Period, Landlord may (but shall not be obligated to) "bond over" such lien or pay the lien claimant and obtain a release of the lien without inquiring into the validity thereof and without liability to Landlord for any such payment, and offset any reasonable costs so incurred against any amount owed Tenant, and Tenant shall, upon demand and as Additional Rent, reimburse Landlord for the amount so paid together with all reasonable attorneys' fees incurred by Landlord. Notwithstanding any of the foregoing, Tenant shall have the right to contest any lien by advising Landlord that it is so contesting the lien. If Tenant contests a lien, it shall take commercially reasonable steps to insure Landlord's interest in the Building within the foregoing 10 day period.

ARTICLE 14. - ASSIGNMENT AND SUBLETTING

(A) Tenant shall not, without the prior written consent of Landlord: (i) assign, convey, mortgage or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law; (ii) employ any independent manager or operator to manage or operate Tenant's business; (iii) enter into any franchise, concession, license or similar agreement with any person or entity to operate the Premises, or any part thereof; or (iv) permit the use of the Premises by any

person other than Tenant and its employees, any governmental body within Lisle Township and its employees and any governmental body with an intergovernmental agreement with Tenant and its employees. Any such transfer, sublease or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of Landlord shall be void and of no effect. Landlord's consent to any Transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future Transfer. Landlord's consent to any Transfer or acceptance of rent from any party other than Tenant shall not release Tenant from any covenant or obligation under this Lease. Landlord may require as a condition to its consent to any assignment of this Lease that the assignee execute an instrument in which such assignee assumes the obligations of Tenant hereunder.

(B) If Tenant desires the consent of Landlord to a Transfer, Tenant shall submit to Landlord, at least 60 days prior to the proposed effective date of the Transfer, a written notice which includes such information as Landlord may require about the proposed Transfer and the transferee. Landlord shall not unreasonably withhold its consent to any assignment or sublease. Landlord shall not be deemed to have unreasonably withheld its consent if, in the judgment of Landlord: (i) the transferee is of a character, image or reputation which is not in keeping with the standards or criteria used by Landlord in leasing the Building; (ii) the financial condition of the transferee is such that it may not be able to perform its obligations in connection with this Lease; (iii) the purpose for which the transferee intends to use the Premises or portion thereof differs in any way from the Permitted Use; or (iv) any other bases which Landlord reasonably deems appropriate. Tenant shall pay to Landlord any reasonable attorneys' fees and expenses incurred by Landlord in connection with any proposed Transfer, whether or not Landlord consents to such Transfer (not to exceed \$500.00 for a routine transaction). If Landlord wrongfully withholds its consent to any Transfer, Tenant's sole and exclusive remedy therefor shall be to seek specific performance of Landlord's obligation to consent to such Transfer.

ARTICLE 15. - SURRENDER

On the last day of the Term or on the sooner termination of this Lease, Tenant shall, at Tenant's expense (i) peaceably surrender the Premises, broom-clean and in good order, condition and repair, (ii) remove from the Premises all of Tenant's property, and (iii) remove its signs and restore and repair the Premises and building affected by the installation or removal of its signs to the condition existing prior to such installation. If Tenant fails or refuses to remove its sign as herein required, Landlord may remove such signs and repair all damage caused by their removal, and Tenant shall pay to Landlord the costs of all such removal, repair and restoration within 10 days after receipt of an invoice therefor. For each day that Tenant remains in the Premises after the expiration or earlier termination of this Lease without Landlord's written consent, Tenant shall be considered a tenant at sufferance, which tenancy may be terminated as provided by law and Tenant shall be liable for 110% of the Minimum Rent and Additional Rent in effect upon such expiration computed on a monthly basis (increasing to 150% of the Minimum Rent and Additional Rent in effect upon such expiration if and when the tenancy at sufferance continues for more than 30 days). Tenant's obligations under this paragraph shall survive the expiration of the Term or the termination of this Lease. If the Premises shall not be surrendered promptly at the end of the Term or sooner termination thereof, Tenant agrees to indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, claims made by any succeeding tenants founded on such delay and any attorneys' fees resulting therefrom.

ARTICLE 16. – INDEMNIFICATION AND WAIVER

Tenant shall defend, indemnify and hold Landlord harmless, using legal counsel reasonably acceptable to Landlord, for, from and against all claims, demands, actions, cost, damages, causes of action, liabilities and expenses, including court costs and attorneys' fees, arising from or connected in any way with: (i) Tenant's use of the Common Area, (ii) Tenant's conduct of business or any activity, work, or other things done, permitted, or suffered by Tenant in or about the Premises, (iii) any breach or default in the performance of Tenant's obligations under the terms of the Lease or arising from any act or negligence of Tenant, any officer, agent, employee, guest or invitee of Tenant, (iv) any lien or notice of lien filed in violation of Article 13 hereof, subject to Tenant's right to contest any such lien as provided above, and (v) Tenant's storage, use and disposal of Hazardous Materials in violation of this Lease and the removal, cleanup and restoration work and materials necessary to return the Premises, the Building and any other property of whatever nature to their condition existing prior to Tenant's storage, use or disposal of Hazardous Materials

on the Premises or the Building, except if caused by Landlord. Tenant's obligations under this Article shall survive the termination of this Lease.

As a material part of the consideration to Landlord, Tenant hereby assumes all risk of damage to property in or about the Premises from any cause. Further, Landlord and its members, managers, affiliates, agents, employees and contractors shall not be liable to Tenant and Tenant hereby waives all claims against Landlord and its members, managers, affiliates, agents, employees and contractors: (a) for damage to any property or injury to, or death of, any person in, upon, or about the Building, including the Premises, arising at any time and from any cause, except to the extent solely caused by the negligence or willful misconduct of Landlord, its agents, employees, or contractors; (b) for any damage caused by other tenants or persons in the Building or by occupants of property adjacent thereto, or by the public, or caused by construction (except to the extent solely caused by the negligence or willful misconduct of Landlord, its agents, employees, or contractors), or by any private, public or quasi-public work; and/or (c) with respect to matters for which Landlord is or may be liable for consequential, punitive or indirect damages purportedly arising out of any loss of use of the Premises or the Common Areas or any loss of use of equipment or facilities therein by Tenant or any person claiming through or under Tenant.

ARTICLE 17. - DEFAULT AND REMEDIES

All rights and remedies of Landlord herein shall be cumulative and are not intended to be exclusive of any other rights or remedies which Landlord may be lawfully entitled in case of any breach or default of any provision of this Lease. In addition to other remedies provided herein, each party shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of the covenants, conditions and provisions of this Lease. If default shall be made in the payment of the rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease or under the terms of any other agreement between Landlord and Tenant and such default shall continue for 10 days after written notice to Tenant, or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and such default shall continue for 30 days after written notice to Tenant or if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied on under execution or other legal process or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court, or if Tenant shall make an assignment for the benefit of creditors or admit in writing Tenant's inability to meet Tenant's debts as they mature, or if Tenant should abandon or vacate the Premises during the Term, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

A. Landlord may terminate this Lease and the term created hereby, in which event Landlord may repossess the Premises and be entitled to recover, in addition to any other sums or damages for which Tenant may be liable, as damages, a sum of money equal to the excess of the present value of the rent provided to be paid by Tenant for the balance of the Term over the present value of the fair market rent for the Premises, after deduction of all anticipated expenses of reletting, for said period, discounted at a rate of 6%, it being understood that if the present value of the fair market rent for the Premises, after deduction of all anticipated expenses of reletting, discounted at a rate of 6%, for the balance of the Term exceeds the present value of the rent provided to be paid by Tenant for the balance of the Term, discounted at a rate of 6%, then Landlord shall have no obligation to pay to Tenant the excess or any part thereof or to credit such excess or any part thereof against any other sums or damages for which Tenant may be liable to Landlord; and

B. Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, or as otherwise allowed by law, without terminating this Lease, in which event shall use commercially reasonable efforts to mitigate its damages and shall take all commercially reasonable steps to relet the same, for such rent and upon such terms as shall be satisfactory to Landlord. If the Premises are relet and a sufficient sum shall not be realized from such reletting after

paying all of the costs and expenses of all decoration, repairs, remodeling, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease, Tenant shall satisfy and pay the deficiency to Landlord upon demand therefor from time to time. Tenant shall not be entitled to any rents received by Landlord in excess of the rent provided for in this Lease. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Article from time to time and that no suit or recovery of any portion due Landlord herein shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. Anything herein to the contrary notwithstanding, Landlord shall have no duty to mitigate its damages except to the extent required by Illinois law.

Each Party shall pay, upon demand, all of the other Party's costs, charges and expenses, including reasonable fees and expenses of counsel, agents and others retained by the non-defaulting Party, incurred in enforcing the other Party's obligations hereunder or incurred by the non-defaulting Party in any litigation, negotiation or transaction in which a Party causes the non-defaulting Party, without the non-defaulting Party's fault, to become involved or concerned.

Landlord's failure to perform or observe any of its material obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of 30 days (or the additional time, if any, that is reasonably necessary promptly and diligently to cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligation(s). If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under the law and this Lease.

ARTICLE 18. – SUBORDINATION & ATTORNMENT

This Lease shall automatically and without further act by Tenant be and remain subject and subordinate to any mortgage, deed of trust or ground lease now or hereafter placed upon the Premises, the Building or any portion thereof by Landlord, its successors or assigns, and to amendments, replacements, renewals and extensions thereof, and Tenant agrees and acknowledges that no further instruments are required to effectuate the subordination. Tenant agrees at any time hereafter, within 10 days after request therefor, to execute and deliver any instruments, releases, or other documents subject to Tenant's review and reasonable approval of the contents thereof, that may be reasonably required for the purpose of subjecting and subordinating this Lease, as above provided, to the lien of any such mortgage, deed of trust or ground lease. Notwithstanding anything contained above, in the event the holder of any mortgage, deed of trust or ground lease (each a "**Mortgagee**") shall at any time elect to have this Lease constitute a prior and superior lien to its mortgage, deed of trust or ground lease, then, and in such event, upon any such Mortgagee notifying Tenant to that effect in writing, this Lease shall be deemed prior and superior in lien to such mortgage, deed of trust or ground lease, whether this Lease is dated prior to or subsequent to the date of such mortgage, deed of trust or ground lease and Tenant shall execute such attornment agreement as may be reasonably requested by said Mortgagee within 10 days after request therefor. Tenant's failure to execute any instruments required under this Article within the time periods set forth herein shall constitute an approval by Tenant of the terms contained in such instrument that may be relied upon by Landlord and any Mortgagee. Tenant shall notify any Mortgagee of whom Tenant has been given prior written notice of any default by Landlord under this Lease. Tenant shall attorn to any party which succeeds to Landlord's interest in the Building.

ARTICLE 19. - NOTICES

Any notice, consent or demand to be given or served in connection with this Lease shall be given or served in writing by certified or registered mail or by a nationally recognized overnight mail service, such as UPS or Federal Express, addressed as specified below. Notice shall be deemed given on the third day following the date of mailing (or upon receipt, if sooner). Either party may change its address as specified below by giving written notice as provided in this Article to the other party. Attorneys for either party are authorized to give notices hereunder.

Landlord:

JRM Ogden, LLC
1603 Hunters Glen Court
Wheaton, Illinois 60189
Attn: Douglas A. Riccolo

With a copy to:

Daspin & Aument, LLP
300 South Wacker Drive, Suite 2200
Chicago, Illinois 60606
Attn: Daniel J. Kopp

Tenant:

Lisle Township
4711 Indiana Ave.
Lisle, IL 60532
Attn: Mary Jo Mullen, Supervisor

With a copy to:

Ancel Glink, PC
140 S. Dearborn St. Suite 600
Chicago, IL 60603
Attn: Keri-Lyn J. Krafthefer

ARTICLE 20. - MISCELLANEOUS

20.1 **Binding Nature of Lease; Governing Law.** The terms, conditions, and covenants contained in this Lease, except as otherwise provided herein, shall inure to the benefit of and be binding upon the heirs, assigns, and other successors in interest to the parties hereto. It is intended that each provision of this Lease be viewed as separate and divisible and, if any provision is determined to be void or voidable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force. This Lease contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements, negotiations or understandings between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between Landlord and Tenant relating to the subject matter contained in this Lease which are not fully expressed in this Lease. Any agreement made hereafter shall be ineffective to change, modify, alter or discharge the Lease, in whole or in part, unless such agreement is in writing and signed by both parties. All obligations of each party constituting Tenant hereunder shall be the joint and several obligation of each such party. The internal laws of the State of Illinois shall govern this Lease.

20.2 **Other Tenancy.** Landlord reserves the right to effect any tenancy in the Building that Landlord determines will best promote the interests of the Building. Tenant does not rely on the fact nor does Landlord represent that any specific tenant or number of tenants will occupy any space in the Building during the Term of this Lease.

20.3 **Estoppel.** Within 10 business days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord an estoppel certificate in the form provided by Landlord, subject to Tenant's review and reasonable approval of the contents thereof. Tenant's failure to respond to such request within said 10-business day period shall constitute an approval by Tenant of the terms contained in such estoppel certificate. Landlord and Tenant intend that any estoppel certificate delivered pursuant to this Section may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Premises or any interest therein.

20.4 **Waiver.** A waiver of any breach or default by either Party shall not be a waiver of any other breach or default. Landlord's consent to, or approval of, any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to, or approval of, any subsequent similar act by Tenant. Landlord's acceptance of any rent or other payments due hereunder with knowledge of Tenant's breach of any of the covenants of this Lease shall not be construed as a waiver of any such breach.

20.5 **Non-Liability of Landlord.** Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to a successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto. All obligations of Landlord hereunder will be construed as covenants and not conditions; and all such obligations will be binding upon Landlord only during the period of its ownership of the Building and not thereafter. The term "**Landlord**" shall mean only the owner from time to time of the Building, and in the event of the transfer by such owner of its interest in the Building, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord hereunder except for those which accrued to Tenant prior to the date of such

transfer. Notwithstanding any other provision of this Lease, for any claim against Landlord, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Building, it being agreed that Landlord's partners whether general or limited, its directors, officers, shareholders members or managers shall never be personally liable for any such judgment. In no event shall any deficiency judgment or any money judgment of any kind be sought or obtained against any Landlord, except to be satisfied from Landlord's interest in the Building as set forth above.

20.6 **Time is of Essence; Memorandum of Lease.** Time is of the essence with respect to this Lease. If the Commencement Date is not within nine months after the date of issuance of the building permit for Landlord's Work (such date to be extended if and to the extent Landlord's Work is delayed due to force majeure or other causes beyond Landlord's control), then either Landlord or Tenant may terminate this Lease upon 60 days prior written notice to the other party, Landlord shall return to Tenant any prepaid Rent and all amounts paid by Tenant for Landlord's Work and this Lease shall terminate and be of no further force. Tenant shall not record this Lease or any short form memorandum of this Lease without Landlord's written consent.

20.7 **Attorneys' Fees.** If either party hereto brings any legal action against the other arising out of this Lease, then the prevailing party shall be entitled to recover from the other all costs of the suit and reasonable attorneys' fees.

20.8 **Quiet Enjoyment.** Upon Tenant's paying all rent and other amounts required to be paid by Tenant hereunder and performing and observing all of Tenant's covenants and obligations contained in this Lease, Tenant shall have the quiet and undisturbed possession of the Premises.

20.9 **Patriot Act.** Landlord and Tenant each represent and warrant to the other that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

20.10 **Brokers.** Each Party represents to the other Party that no broker negotiated or participated in negotiations of this Lease or submitted or showed the Premises or is entitled to any commission in connection therewith.

20.11 **Jury Waiver.** THE PARTIES HERETO IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE AND OCCUPANCY OF THE PREMISES.

20.12 **Exhibits:**

- A. Site Plan
- B-I. Work Agreement
- B-II The Work
- C. Rules and Regulations
- D. Tenant Insurance Requirements
- D-1. Certificate of Insurance

ARTICLE 21. – EXTENSION OPTIONS

Provided this Lease is in full force and effect, no Tenant default exists and Tenant is open and operating on the date Tenant exercises its right to extend the Term or on the date that the option term would otherwise commence, Tenant shall have the right to extend the term of this Lease for 2 additional terms of 5 years each by giving written notice to Landlord at least 3 months before the date the preceding Term ends. The option term shall be upon the same terms, covenants and conditions as provided in this Lease;

provided, however, the annual Minimum Rent for the option term shall be as set forth in Article 3 above. The term "Term" as used herein shall include any exercised extensions.

ARTICLE 22. - RIGHT OF FIRST REFUSAL TO LEASE

22.1 **Option Space.** For purposes of this Lease, the "Option Space" shall mean all rentable space in the Building contiguous to the Premises.

22.2 **Right of First Refusal.** With respect to the first lease which Landlord hereafter intends in good faith, and on a bona-fide basis, to enter into with a third-party tenant for all or any portion of the Option Space (but excluding any new or renewal lease with any then-existing tenant who then occupies all or any portion of the Option Space, whether pursuant to an option or right in such tenant's lease or pursuant to new negotiations between Landlord and such tenant) prior to the last three (3) years of the initial Term, Landlord shall give Tenant written notice of such intent ("**Landlord's Notice**") prior to Landlord entering into such lease. Landlord's Notice shall specify (i) the location and rentable area of the portion of the Option Space which Landlord desires to lease (which is henceforth referred to as the "**Actual Option Space**"), (ii) the date the Actual Option Space shall be available for occupancy, (iii) the annual rate of base rent per square foot of rentable area which Landlord desires to charge for the Actual Option Space (which Landlord shall equitably adjust to account for the lease term of the Actual Option Space expiring coterminous with the original Premises), (iv) the amount of all rent adjustments which Landlord desires to charge for the Actual Option Space, including, without limitation, fixed and/or indexed rent adjustments and rent adjustments for Operating Costs, Real Estate Taxes and Landlord's Insurance Costs, and (v) the tenant concessions (e.g., rent abatements and tenant improvement allowances), if any, which Landlord would be willing to provide to lease the Actual Option Space (which Landlord shall equitably adjust to account for the lease term of the Actual Option Space expiring coterminous with the original Premises). Tenant shall thereupon have the right (the "**Right of First Refusal**") to lease all, but not less than all, of the Actual Option Space, subject to the following terms and conditions:

22.2.1. Tenant gives Landlord a written notice of its election to exercise the Right of First Refusal within twenty-one (21) days after Landlord gives Tenant Landlord's Notice; and

22.2.2. There is no Tenant default in effect under this Lease, either on the date Tenant exercises the Right of First Refusal or on the proposed commencement date of the lease term for the Actual Option Space, and this Lease is in full force and effect both on the date Tenant exercises the Right of First Refusal and on the proposed commencement date of the lease term for the Actual Option Space.

If Tenant does not timely or properly exercise the Right of First Refusal, Landlord may at any time thereafter lease the Actual Option Space to any third-party tenant on terms and provisions that are substantially the same as those set forth in Landlord's Notice, without any further rights of Tenant to lease such space. For purposes hereof, the terms and provisions offered to a third-party tenant shall be deemed to be "substantially the same as those set forth in the Landlord's Notice" as long as there is no more than a 5% reduction in the "bottom line" cost per rentable square foot of the Actual Option Space to the third-party tenant when compared with the "bottom line" cost per rentable square foot under the Landlord's Notice, considering all of the economic terms of both deals, respectively, including, without limitation, the length of term, the base rent, any tax or expense escalation or other financial escalation and any financial concessions. If the terms are not substantially the same, then Landlord shall re-offer the Actual Option Space to Tenant on such terms, although Tenant must respond to such new Landlord's Notice within five (5) days after receipt.

22.3 **Terms.** If Tenant exercises the Right of First Refusal, the following terms and provisions shall apply:

22.3.1 Landlord shall lease the Actual Option Space to Tenant for a lease term coterminous with the original Premises, commencing on the availability date specified in Landlord's Notice. In no event shall Landlord be liable to Tenant if Landlord is unable to deliver possession of the Actual Option Space on the availability date specified in Landlord's Notice for any reason (including, without limitation, the failure of any existing tenant in such Actual Option Space to timely vacate its premises). If Landlord is unable to deliver possession of the Actual Option Space to Tenant by the specified availability date, then the

commencement date of the lease term of the Actual Option Space shall be deferred until Landlord can deliver possession of the Actual Option Space to Tenant and if such failure continues for more than sixty (60) days, Tenant may rescind its exercise of the Right of First Refusal.

22.3.2 The Minimum Rent and Additional Rent payable for the Actual Option Space shall be as set forth in Landlord's Notice unless Landlord is unable to deliver possession to Tenant on the scheduled date, in which event rent shall begin to accrue on the date possession is delivered..

22.3.3 Tenant shall not be entitled to any rental abatement for the Actual Option Space except as otherwise set forth in Landlord's Notice.

22.3.4 Tenant shall accept the Actual Option Space in an "as-is", "where-is" physical condition, without any agreement, representation, credit or allowance from Landlord with respect to the improvement or condition thereof, except as otherwise set forth in Landlord's Notice.

22.3.5 All of the terms and provisions of this Lease shall apply with respect to the Actual Option Space, except as the same may be inconsistent with the provisions of this Article 22.

22.4 **Amendment.** If Tenant exercises the Right of First Refusal, Landlord and Tenant shall execute and deliver an amendment to the Lease reflecting the lease of the Actual Option Space by Landlord to Tenant on the terms herein provided, which amendment shall be executed within thirty (30) days after Tenant exercises the Right of First Refusal, provided either party's failure to execute the amendment shall not void Tenant's exercise of the Right of First Refusal.

22.5 **Termination.** The Right of First Refusal shall automatically terminate and become null and void upon the earliest to occur of (1) the expiration or termination of the Lease, as amended, (2) the termination by Landlord of Tenant's right to possession of all or any part of the Premises, (3) the assignment of this Lease by Tenant, in whole or in part, (4) the sublease by Tenant of all or any part of the Premises, (5) the failure of Tenant to timely or properly exercise the Right of First Refusal or (6) the separation of ownership of the Premises and the Option Space.

ARTICLE 23. - PURCHASE OPTION

23.1 At any time prior to the last year of the Term, Tenant shall have the option to purchase the entire Building or just the Premises at the Option Price (as hereinafter defined), subject to the terms and conditions hereinafter set forth (the "**Purchase Option**").

23.2 The Purchase Option may be exercised by Tenant by written notice to Landlord (the "**Purchase Option Notice**") given during the Term. The Purchase Option Notice must specify whether Tenant is electing to purchase the entire Building or just the Premises. The Purchase Option Notice, to be valid, shall be accompanied by a check payable to the Title Insurer (as hereinafter defined) in the amount of Fifty Thousand Dollars (\$50,000), as and for a down payment (the "**Earnest Money**") against the Option Price, such amount to be deposited into a standard strict joint order escrow with Chicago Title Insurance Company (the "**Title Insurer**").

23.3. I. The "**Option Price**" for the Building or the Premises, as applicable, shall be the Fair Market Value, plus or minus prorations as described below. The "**Fair Market Value**" means the amount (in cash) that a bona fide, willing buyer and a bona fide, willing and unrelated seller would, respectively, pay and accept for the purchase of the Building or the Premises, as applicable. The Fair Market Value shall take into account the terms of sale set forth in this Article 23 as well as the existence of this Lease and the improvements to the Premises and, if applicable, any other leases at the Building. If Tenant exercises the Purchase Option, Landlord and Tenant shall act in good faith to determine the Fair Market Value within thirty (30) days.

II. If Landlord and Tenant cannot agree as to the Fair Market Value within such thirty (30) day-period, either may within an additional thirty (30) days thereafter appoint an independent appraiser. If a party appoints an appraiser, the other party shall likewise appoint an appraiser within thirty (30) days after notice of the appointment of the first appraiser. The appraisers so appointed shall meet within fifteen (15)

days of the appointment of the second appraiser. If either Landlord or Tenant shall not have appointed an appraiser within 30 days after the appointment of the first appraiser, the Fair Market Value shall be deemed to be the amount determined by the first appraiser. If Landlord and Tenant each appoint appraisers and either of the appraisers fails to deliver an appraisal within 45 days of his or her appointment, the Fair Market Value shall be deemed to be the amount specified in the appraisal that was delivered. If Landlord and Tenant each appoint appraisers and the Fair Market Value determined by such appraisers differs by less than 5% of the greater of the two appraisals, the Fair Market Value shall be deemed to be the average of the two appraisals. If the amounts determined to be the Fair Market Value by the two appraisers shall differ to a greater extent, the two appraisers shall, within 10 days of the delivery of the last of the appraisals, select a third appraiser. If the two appraisers have not selected a third appraiser within such period, Landlord or Tenant may request that a third appraiser be appointed by the Chicago office of the American Arbitration Association (“AAA”). The third appraiser shall deliver an appraisal of the Fair Market Value within 45 days of his or her appointment, and the Fair Market Value shall be deemed to be the average of the appraisals rendered by the three appraisers. If, however, the lowest or the highest of the three appraisals, or both, varies by more than ten percent from the middle appraisal, the appraisal or appraisals so varying shall be disregarded. Each party hereto shall pay the cost of AAA and the appraisal prepared by the appraiser selected by such party and 50% of the cost of the appraisal prepared by the third appraiser. All appraisers to be appointed hereunder shall be MAI appraisers and familiar with properties similar to the Premises in the Western Suburbs of Chicago.

23.4. If the Purchase Option Notice indicates that Tenant elects to purchase just the Premises, during the 60 day period following the determination of the Option Price, Landlord shall prepare and deliver to Tenant for Tenant’s review a draft of the plat of subdivision (if required for the sale of the Premises) separating the Premises from the balance of the Building (the “**Plat of Subdivision**”) and the Reciprocal Easement Agreement (as hereinafter defined). The parties shall thereafter have 30 days in good faith to negotiate the terms of the forms of the Plat of Subdivision and the Reciprocal Easement Agreement. The “**Reciprocal Easement Agreement**” shall contain, among other provisions, such terms as are typically contained in similar agreements for air space, vertical subdivisions, repair, maintenance, and access, including but not limited to: (i) the creation of easements for the use by the owner of the Premises of common areas, as reasonable; (ii) the creation of easements for structural support, as reasonable; (iii) the obligation of the owner of the Premises to pay its reasonable share of common area maintenance charges, (iv) the obligation of each owner to pay the real property taxes assessed against its interest in the Building; (v) the obligation of each party to maintain the exterior and interior of its part of the Building; (vi) the obligation of each party to comply with laws applicable to its part of the Building; (vii) provisions governing the respective rights and obligations of the parties in the event of damage and destruction of any part of the Building arising out of fire or other casualty or condemnation; (viii) mortgagee protection provisions; and (ix) insurance coordination. If, in spite of using their respective good faith efforts to negotiate the terms of the Plat of Subdivision and the Reciprocal Easement Agreement, Landlord and Tenant are unable to agree on such terms within 30 days after delivery by Landlord of the last such form, then at any time thereafter either party shall have the right by written notice to the other to declare this Article 23 null and void and void Tenant’s exercise of the Purchase Option. The date, if any, Landlord and Tenant mutually approve the forms of the Plat of Subdivision and the Reciprocal Easement Agreement is referred to herein as the “**Approval Date.**”

23.5 If the Purchase Option Notice indicates that Tenant elects to purchase just the Premises and if required for the conveyance of the Premises to Tenant, after the Approval Date, Landlord shall proceed in good faith to seek all required governmental approvals of the proposed subdivision and the Plat of Subdivision. If Landlord is unable to obtain all such required governmental approvals within 120 days after the Approval Date, then either party shall have the right by written notice to the other, to declare this Article 23 null and void and void Tenant’s exercise of the Purchase Option. The Approval Date or, if governmental approvals are required, the date of issuance of the last of such required governmental approvals, is hereinafter the “**Condition Date.**” If Tenant exercises the Purchase Option, Tenant shall be responsible for all costs incurred by Landlord (including reasonable legal fees) in connection with the Plat of Subdivision, the Reciprocal Easement Agreement and the governmental approvals. If, however, Landlord has completed the Plat of Subdivision and the Reciprocal Easement Agreement and received all governmental approvals before Tenant’s exercise of the Purchase Option (for example, as part of a Triggered Purchase Option (as hereinafter defined)), then Landlord shall be responsible for all such costs incurred by Landlord (including its legal fees).

23.6 If Tenant has validly exercised the Purchase Option as provided in this Article 23, then Tenant shall acquire the Building or the Premises, as applicable, in its "as is", "where is" condition, without any representation or warranty by Landlord or any of Landlord's agents, members or managers. By notice to Landlord prior to the Closing (as hereinafter defined), Tenant may designate a nominee to be the purchaser. Landlord and Tenant agree that the following closing procedures shall apply:

1. The closing (the "**Closing**") for the sale of the Premises to Tenant shall be on a date mutually acceptable to Landlord and Tenant not later than (i) if Tenant has elected to purchase the entire Building, 60 days after delivery of the Purchase Option Notice or (ii) if Tenant has elected to purchase just the Premises, 30 days after the Condition Date. Payment of the Option Price and the delivery of the special warranty deed described below shall be made at the office of the Title Insurer or at such other place as the parties may agree. The Closing shall be effectuated through a "New York" style escrow, the cost of which escrow shall be equally borne by Landlord and Tenant. The Option Price shall be payable to Landlord at the Closing by wire transfer of immediately available funds.

2. The conveyance of the Building or the Premises, as applicable, shall be made by recordable special warranty deed to Tenant and other documentation necessary to transfer good and marketable fee simple title to the Premises to Tenant and issuance of a title policy or title "mark-up" in accordance with a New York"-style closing, subject only to (i) the lien of current general real estate taxes and special assessments not then due and payable; (ii) any and all easements, covenants and matters of record; (iii) the Plat of Subdivision and Reciprocal Easement Agreement, if applicable; (iv) any acts or doings caused or suffered by Tenant and anyone claiming any interest in the Premises, or any portion thereof, by or through Tenant; (v) encroachments and overlaps and all other matters described by the Survey (as hereinafter defined), and (vi) all then-existing leases (collectively, "**Permitted Title Exceptions**").

3. Landlord shall deliver or cause to be delivered to Tenant, not later than (i) if Tenant has elected to purchase the entire Building, 20 days after delivery of the Purchase Option Notice or (ii) if Tenant has elected to purchase just the Premises, within 21 days of the determination of the Option Price and updated 20 days following the Condition Date, (i) an ALTA Survey of the Building or the Premises, as applicable (the "**Survey**"), and (ii) a commitment issued by the Title Insurer for an ALTA Form B Owner's Title Insurance Policy (with extended coverage over all general exceptions) in the aggregate amount of the Option Price. Such title commitment shall be issued by the Title Insurer, shall name Tenant or its designee as the proposed insured and show title in Landlord, subject only to (i) the Permitted Title Exceptions, and (ii) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which Landlord shall, at Closing, either remove, bond over, or provide for title indemnity insuring Tenant.

4. Real estate taxes for the Building or the Premises, as applicable, shall not be prorated as the tenants (including Tenant) are responsible for all such taxes under their leases.

5. Landlord shall pay all recording fees for any release of existing mortgages and liens.

6. Tenant shall receive a credit against the Option Price in the amount of the Earnest Money, any other amounts owed to Tenant and any pre-paid rent. Landlord shall receive a credit in the amount of any rent and any other amounts owed to Landlord and remaining unpaid at Closing.

7. Landlord shall pay the State, County and municipal transfer taxes, title insurance charges and premiums for the owner's policy of title insurance (with "extended coverage"); 50% of the escrow fees for the "New York"-style closing escrow; the cost of the Survey; and other expenses, fees and charges as may be necessary to effectuate the closing of Tenant's acquisition of the Premises and customarily borne by sellers of comparable commercial properties in DuPage County, Illinois. Tenant shall pay all title insurance charges for additional policies or endorsements, 50% of the escrow fees for the "New York-style" closing escrow and all other expenses, fees, and charges customarily borne by purchaser of commercial properties in DuPage County, Illinois.

8. At the Closing, at Tenant's option, either (i) Landlord shall assign its interest in this Lease to the purchaser or (ii) this Lease shall terminate and be of no further force or effect, except for, and excluding, Tenant's obligations to pay any Rent or other obligation and liabilities accruing or arising prior to

the date of Closing.

9. If Tenant defaults in its obligation to consummate the purchase and sale of the Premises in accordance with this Article 23, and such default is not cured 10 business days after notice thereof given to Tenant, then Landlord shall have the right as Landlord's sole and exclusive remedy against Tenant to retain the Earnest Money as liquidated damages, not as a penalty, in lieu of any and all damages and losses incurred by Landlord. If Landlord defaults on its obligation to consummate the purchase and sale of the Premises in accordance with this Article 23, and such default is not cured 10 business days after notice thereof is given to Landlord, then Tenant shall have the right of specific performance.

10. Landlord and Tenant each shall have the right to elect to include the sale and purchase of the Premises as part of a tax free exchange under Section 1031 of the Internal Revenue Code ("**1031 Exchange**"). In such event, the parties hereto agree to cooperate fully with the other in connection with the 1031 Exchange. Landlord and Tenant shall be responsible for all of their respective costs arising from or in connection with the 1031 Exchange. Landlord and Tenant shall indemnify, defend, and hold harmless the other from any and all costs, claims, damages, and the like arising from or in connection with their respective involvement in any 1031 Exchange. Landlord and Tenant agree to reasonably cooperate in the scheduling and closing of any 1031 Exchange provided that neither party shall be required to agree to an extension of the Closing past the latest permitted date provided herein. Landlord and Tenant each agree that, in the event this transaction is a part of a 1031 Exchange, it will cooperate with the other and with any third-party accommodator designated to act as a qualified intermediary in accordance with Section 1031 of the Code.

23.7 If the Purchase Option is not exercised by Tenant by giving the Purchase Option Notice prior to the last six (6) months of the Term and paying the Earnest Money as described above, the Purchase Option shall terminate, and Landlord shall have the absolute right to thereafter sell the Building or the Premises at any sales price and pursuant to other terms and conditions determined by Landlord, at its sole and exclusive discretion, to be appropriate, without any notice to Tenant, and free of any right of Tenant pursuant to this Article 23. Tenant may only exercise the Purchase Option, and an exercise thereof shall only be effective, if, at the time of Tenant's exercise of the Purchase Option and on the date of Closing, this Lease is in full force and effect and no notice has been given by Landlord that Tenant is in default.

23.8 Notwithstanding anything in this Article 23 to the contrary, if, prior to Tenant's exercise of the Purchase Option, Landlord is prepared to accept an arms'-length offer from an unrelated third party to purchase the entire Building or just the Premises, Landlord shall notify Tenant of same ("**Landlord's Sale Notice**"). Landlord's Sale Notice shall include the terms of that offer (the "**Offer Terms**"). Tenant shall have 60 days after receipt of Landlord's Sale Notice to elect to purchase the Building or the Premises upon the Offer Terms (and Tenant may not, during that period, exercise the Purchase Option) (the "**Triggered Purchase Option**"). If Tenant exercises the Triggered Purchase Option, the parties shall enter into a Purchase and Sale Agreement upon the Offer Terms (the "**PSA**"). If (i) the Triggered Purchase Option is not exercised by Tenant by notice to Landlord within the 60-day period, (ii) Tenant fails to enter into the PSA within 20 days after presentation by Landlord (which shall not be prior to the expiration of the foregoing 60-day period) or (iii) Tenant defaults under the PSA beyond all applicable notice and cure periods, both the Purchase Option and the Triggered Purchase Option shall terminate, and Landlord shall have the absolute right to thereafter sell the Premises on the terms and conditions set forth in the Offer Terms to the party which made the offer to Landlord which generated the Triggered Purchase Option. If Landlord fails to close with the person or entity whose offer required the Triggered Purchase Option to come in to play, then it shall be of no further force and effect and any subsequent offer shall require compliance with this paragraph. Tenant may only exercise the Triggered Purchase Option, and an exercise thereof shall only be effective, if, at the time of Tenant's exercise of the Triggered Purchase Option and on the date of Closing, this Lease is in full force and effect and no notice has been given by Landlord that Tenant is in default. Any such purchase by a third party shall be subject to this Lease.

23.9 The Purchase Option and the Triggered Purchase Option shall automatically terminate and become null and void upon the earlier to occur of (1) the expiration or termination of this Lease, (2) the termination of Tenant's right to possession of all or any part of the Premises, (3) the assignment of this Lease by Tenant, in whole or in part, (4) the sublease by Tenant of all or any part of the Premises, (5) the initiation of foreclosure proceedings against the Building by any mortgagor, or (6) as provided elsewhere in

this Article 23.

ARTICLE 24. – PARKING

Landlord will designate two (2) parking spaces near the main entrance to the Premises as reserved for Tenant's "Senior" clients. Landlord shall also install handicap parking spaces in the parking lot as required by law. Landlord shall not be liable for unauthorized use of the "Senior" or handicap parking spaces.

[Signatures are on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease on the day and year first above written.

LANDLORD:

JRM OGDEN, LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____
Tax I.D. No. _____

TENANT:

LISLE TOWNSHIP,
a township organized in DuPage County, Illinois

By: Mary Jo Mullen
Name: Mary Jo Mullen
Its: Township Supervisor
Tax I.D. No. 36-6006335

EXHIBIT A

Site Plan for Building

Tenant hereby acknowledges that the attached Site Plan is intended to show the approximate layout of the Building and location of the Premises, and Landlord has the right at any time to expand, reduce, remove, demolish, renovate or construct any existing or new improvements in the Building, including, without limitation, the right to change the shape, size, configuration, number, design or extent of such improvements, provided the approximate location, size and configuration of the Premises and the parking areas serving the Premises shall not be materially changed.

EXHIBIT B-I

Work Agreement

In consideration of the covenants contained in this Work Agreement and in the Lease, Landlord and Tenant agree as follows:

The Plan

1. Tenant desires Landlord to perform certain leasehold improvement work (the "**Work**") in the Premises as depicted on Exhibit B-II (the "**Plans**").

Performance of the Work; Payment

2. Except as hereinafter provided to the contrary, and subject to Tenant's payment of Tenant's Contribution (as hereinafter defined), Landlord shall perform the Work shown on the Plans using (except as may be stated or shown in the Plans) building standard materials and quantities ("**Building Standards**"), at Landlord's expense. Tenant shall pay to Landlord the sum of \$140,000.00 ("**Tenant's Contribution**") as part of the cost of the Work, as follows:

- a. \$46,666.67 when the "rough inspection" is completed by the governmental authority with jurisdiction (the "**Village**"),
- b. \$46,666.67 when the "closed wall" inspection is completed by the Village, and
- c. \$46,666.66 when Landlord has received a final certificate of occupancy for the Work from the Village.

General Contractor; Permits

3. Landlord shall act as the general contractor to perform the Work. Landlord shall promptly apply for all required building permits.

Substantial Completion

4. The Work shall be considered "**substantially complete**" for all purposes under this Work Agreement and the Lease if and when the Work has been completed (except for minor finish-out and "punchlist" items) in substantial compliance with the Plans, as evidenced by a final certificate of occupancy issued by the Village, or when Tenant first takes occupancy of the Premises for the conduct of business, whichever first occurs.

Tenant Delays

5. If the Work is delayed by reason of any delay attributable to Tenant, including without limitation:

- (a) the failure of Tenant to comply with the requirements of Paragraph 3 above;
- (b) Tenant's requirements for special work or materials, finishes, or installations other than the Building Standards;
- (c) the performance of any other work in the Premises by any person, firm or corporation employed by or on behalf of Tenant, or any failure to complete or delay in completion of such work; or
- (d) any other act or omission of Tenant,

then the Work shall be deemed to be “substantially complete” on the date it would have been substantially complete absent the delay attributable to Tenant, and Landlord shall have no liability to Tenant for failure to deliver the Premises to Tenant until the Work is actually substantially completed.

Additional Work

6. Upon Tenant’s request and submission by Tenant (at Tenant’s sole cost and expense) of the necessary information and/or plans and specifications for work other than the Work specified in the Plans (the “**Additional Work**”), Landlord may, at its election, perform the Additional Work, at Tenant’s sole cost and expense. Prior to commencing any Additional Work requested by Tenant, Landlord shall submit to Tenant a written statement of the cost of such Additional Work and a proposed Tenant Extra Order (the “**TEO**”) for the Additional Work. If Tenant shall fail to enter into said TEO within one (1) week after Tenant’s receipt thereof, Landlord shall proceed to do only the Work specified in the Plans. Tenant agrees to pay to Landlord, concurrently with its execution of the TEO, the entire cost of the Additional Work as shown in the statement delivered by Landlord.

Incorporation

7. The terms and provisions of the Lease, insofar as they are applicable to this Work Agreement, are hereby incorporated herein by reference.

Additional Rent

8. All amounts payable by Tenant to Landlord hereunder shall be deemed to be Rent under the Lease and upon any default in the payment of same, Landlord shall have all of the rights and remedies provided for in the Lease.

EXHIBIT B-II

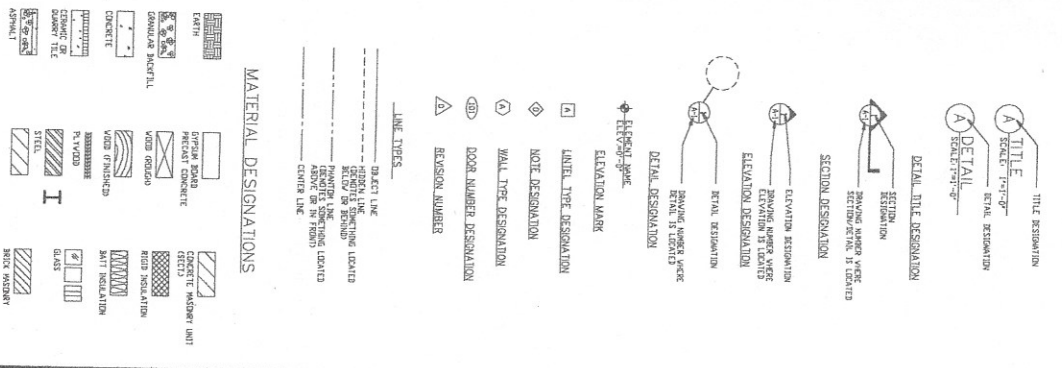
The Plans

LISLE TOWNSHIP

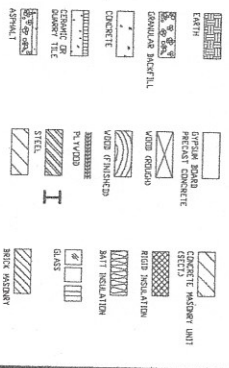
Suite B-Tenant Build-Out

2121 OGDEN AVE., LISLE, IL. 60532

DRAFTING SYMBOLS



MATERIAL DESIGNATIONS



ABBREVIATIONS

AA	Architect	ME	MECHANICAL
AC	Architectural Consultant	MT	MASONRY
AD	Architectural Detailer	PL	PLUMBING
AE	Architectural Engineer	SE	STRUCTURAL ENGINEER
AF	Architectural Firm	SI	STRUCTURAL IRON
AG	Architectural Group	ST	STRUCTURAL STEEL
AH	Architectural Hardware	TR	TRUCK
AI	Architectural Interior	VE	VEHICLE
AJ	Architectural Joinery	VI	VEHICLE INTERIOR
AK	Architectural Kitchen	VO	VEHICLE OUTLET
AL	Architectural Lighting	VS	VEHICLE SEATING
AM	Architectural Material	VT	VEHICLE TIRE
AN	Architectural Noise	W	WATER
AO	Architectural Office	WC	WATER CLOSET
AP	Architectural Plan	WE	WATER EQUIPMENT
AQ	Architectural Quantity	WF	WATER FINISH
AR	Architectural Rendering	WI	WATER INLET
AS	Architectural Section	WO	WATER OUTLET
AT	Architectural Table	WS	WATER SUPPLY
AV	Architectural Van	WT	WATER TREATMENT
AW	Architectural Wall	WV	WATER VALVE
AX	Architectural Window	WY	WATER YIELD
AY	Architectural Wood	WZ	WATER ZONE
AZ	Architectural Zinc		

GENERAL NOTES

1. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
2. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
4. DO NOT SCALE DRAWINGS DIMENSIONS AND DIMENSIONS SHALL BE TO DIMENSIONS SHOWN ON DRAWINGS.
5. CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY IN WRITING OF ANY DISCREPANCIES OR CONFLICTS IN THE DRAWINGS.
6. CONTRACTOR SHALL NOT REMOVE OR ALTER ANY EXISTING UTILITIES OR STRUCTURES UNLESS SPECIFICALLY NOTED ON THE DRAWINGS.
7. ALL CONSTRUCTION SHALL COMPLY WITH ALL CITY AND STATE REGULATIONS AND ORDINANCES.
8. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
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11. ALL CONTRACTORS ARE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
13. ALL MATERIALS, METHODS OF CONSTRUCTION, AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT).
14. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
15. CONTRACTOR AND HIS SUBCONTRACTORS SHALL COMPLY WITH ALL CITY AND STATE REGULATIONS AND ORDINANCES.
16. ALL WORK THAT NECESSARILY REQUIRES THE REMOVAL OF EXISTING UTILITIES OR STRUCTURES SHALL BE APPROVED BY THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.

GENERAL NOTES - CONT

17. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
18. ALL WORK THAT NECESSARILY REQUIRES THE REMOVAL OF EXISTING UTILITIES OR STRUCTURES SHALL BE APPROVED BY THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
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20. ALL MATERIALS, METHODS OF CONSTRUCTION, AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT).
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22. ALL WORK THAT NECESSARILY REQUIRES THE REMOVAL OF EXISTING UTILITIES OR STRUCTURES SHALL BE APPROVED BY THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
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DEMOLITION NOTES

1. DEMOLITION SHALL BE PERFORMED IN ACCORDANCE WITH ALL CITY AND STATE REGULATIONS AND ORDINANCES.
2. ALL DEMOLITION SHALL BE APPROVED BY THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
3. ALL DEMOLITION SHALL BE APPROVED BY THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
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5. ALL DEMOLITION SHALL BE APPROVED BY THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
6. ALL DEMOLITION SHALL BE APPROVED BY THE CITY OF LISLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.
7. REMOVE ALL ELECTRICAL UTILITIES & DISCONNECTED.
8. REMOVE ALL MECHANICAL UTILITIES & DISCONNECTED.
9. REMOVE ALL PLUMBING UTILITIES & DISCONNECTED.
10. REMOVE ALL STRUCTURAL UTILITIES & DISCONNECTED.
11. REMOVE ALL OTHER UTILITIES & DISCONNECTED.
12. REMOVE ALL OTHER UTILITIES & DISCONNECTED.
13. REMOVE ALL OTHER UTILITIES & DISCONNECTED.
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18. REMOVE ALL OTHER UTILITIES & DISCONNECTED.
19. REMOVE ALL OTHER UTILITIES & DISCONNECTED.
20. REMOVE ALL OTHER UTILITIES & DISCONNECTED.

PROJECT OBSERVATION

THE OBSERVER HAS OBSERVED THE WORK AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE DRAWINGS AND ALL CITY AND STATE REGULATIONS AND ORDINANCES. THE OBSERVER HAS NOT OBSERVED ANY VIOLATIONS OF THE DRAWINGS OR REGULATIONS. THE OBSERVER HAS NOT OBSERVED ANY DEFICIENCIES IN THE WORK. THE OBSERVER HAS NOT OBSERVED ANY DEFICIENCIES IN THE WORK. THE OBSERVER HAS NOT OBSERVED ANY DEFICIENCIES IN THE WORK.

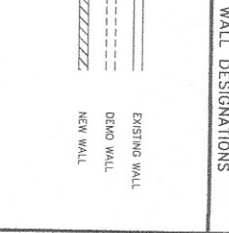
DRAWING SHEET INDEX

DWG. No.	TITLE
T1.00	TITLE SHEET
A1.00	ARCHITECTURAL
A1.10	EMERGENCY EGRESS PLAN
A1.20	CONSTRUCTION PLAN AND NOTES
A1.30	REFLECTED CEILING PLAN AND NOTES
A1.40	ELEVATIONS, SECTIONS AND DETAILS
A2.00	
M1.00	MECHANICAL
M2.00	MECHANICAL DETAILS AND SPECIALS
M3.00	MECHANICAL NOTES AND DETAILS
E1.10	ELECTRICAL
E2.10	POWER PLAN
E3.10	ELECTRICAL DETAILS AND SPECIALS
E4.10	ELECTRICAL NOTES AND DETAILS
P1.00	PLUMBING
	PLUMBING PLAN

STATEMENT OF COMPLIANCE

I HAVE PREPARED OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE DRAWINGS AND SPECIFICATIONS FOR THE PROJECT DESCRIBED HEREIN. I AM A LICENSED PROFESSIONAL ENGINEER AND REGISTERED ARCHITECT IN THE STATE OF ILLINOIS. I AM A LICENSED PROFESSIONAL ENGINEER AND REGISTERED ARCHITECT IN THE STATE OF ILLINOIS. I AM A LICENSED PROFESSIONAL ENGINEER AND REGISTERED ARCHITECT IN THE STATE OF ILLINOIS.

WALL DESIGNATIONS



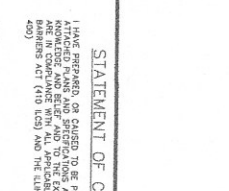
CODE ANALYSIS

CONSTRUCTION TYPE
 FIRE RESISTANCE
 BUSINESS = 1/100 SQ.FT. GROSS
 CONSTRUCTION TYPE
 FIRE RESISTANCE
 BUSINESS = 1/100 SQ.FT. GROSS

ACCESSIBILITY NOTES

1. ALL ENTRANCES AND PASSAGES SHALL BE ACCESSIBLE TO ALL PERSONS WITH PHYSICAL HANDICAPS.
2. ALL ENTRANCES AND PASSAGES SHALL BE ACCESSIBLE TO ALL PERSONS WITH PHYSICAL HANDICAPS.
3. ALL ENTRANCES AND PASSAGES SHALL BE ACCESSIBLE TO ALL PERSONS WITH PHYSICAL HANDICAPS.
4. ALL ENTRANCES AND PASSAGES SHALL BE ACCESSIBLE TO ALL PERSONS WITH PHYSICAL HANDICAPS.

KEY PLAN



REVISIONS

Rev. No.	Date	Description
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PROJECT

Project: Lisle Township
 Suite B
 Tenant Build-Out
 2121 OGDEN AVE., LISLE, IL. 60532

DATE

DATE: 01-11-2017
 LISCOR EXPIRATION DATE: 11-30-20

SCALE

Scale: 01/11/20
 Sheet No: 2118
 Check: DD
 Approved: GS

TITLE SHEET

TITLE SHEET
 T1.00

- GENERAL ACCESS/EGRESS NOTES**
1. PROJECT WILL COMPLY WITH W/AC CHAPTERS 402 (110, 102, 210) AND THE EGRESS ACCESSIBILITY CODE (711 ILL. ADM. CODE 400)
 2. PROJECT WILL COMPLY WITH W/AC CHAPTERS 2 - SECTION 202.3 (ALTERATIONS)
 3. ALL NEW, ALTERED, REPAIRED OR REPLACED DOORS LEADING INTO OPERATING HORIZONTAL OR SLOPED CORRIDOR SHALL BE 3'-0" WIDE MIN. HAVE LEVER OPERATOR MOUNTED ON PUSH AND PULL SIDE WITH W/AC CHAPTER 404.2
 4. ALL NEW, ALTERED, REPAIRED OR REPLACED CONTROLS OPERATING JOBS SHALL BE TO BE WITHIN REACH RANGE PER W/AC CHAPTER 3 - SECTION 202.3
 5. ALL TABLES AND WORKSURFACES TO COMPLY WITH W/AC CHAPTER 9

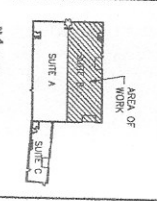
- GENERAL NOTES**
1. ACCESS TO ALL EXITS TO BE W/O THE USE OF KEYS OR SPECIAL EQUIPMENT.
 2. ALL INTERIOR PARTIAL WALLS CONFORM TO THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE & SHALL BE CLASS 1 WITH A 1/2" GIB.
 3. ALL GLAZES TO BE SAFETY GLAZES ACCORDING TO CODE.
 4. ALL WOOD BACKING TO BE FIRE RETARDANT TREATED.
 5. EXTERIOR HINGED DOORS DO NOT EXCEED 8.5' LIFT OF DOOR OPENING FORCE AND HINGED DOORS DO NOT EXCEED 5' LIFT OF DOOR SUPPLY AND RETURN.

LOOKING ALONG EXIT ACCESS TRAVEL DISTANCE 300'-0" V-SPRINKLER SYSTEM (SEE TABLE 104.5) ACTUAL MINIMUM EXIT ACCESS TRAVEL DISTANCE 150'-0"



1 EMERGENCY EGRESS PLAN
3/16" = 1'-0"
N

DD MR
P L A N N I N G
701 E. Duane St., Suite 125
Naperville, Illinois 60563
TEL 630 544 6201



Rev. No.	Date	Description

ISSUES & REVISIONS

Project: **Lulu Tompkins**
Suite B
Tenant Build-Out
2717 Ogden Ave., Suite B, 60504

Sheet Title: **EMERGENCY EGRESS PLAN**

Date: 07/17/20
Drawn: DV
Checked: DD
Approved: GS

Project No: 2018
Sheet No: A1.00

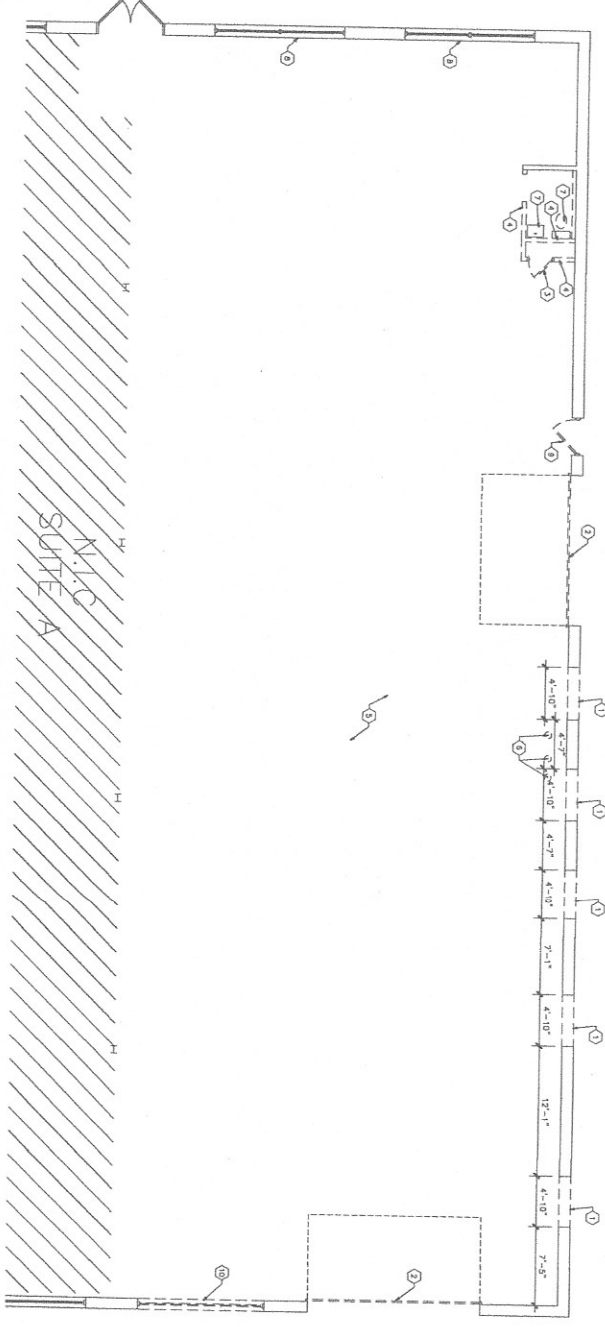
ILLINOIS LICENSE NUMBER: 001-011137
LICENSE EXPIRATION DATE: 11-30-20

GENERAL DEMOLITION NOTES

1. ALL DEMO WORK SHALL TAKE PLACE DURING NORMAL WORKING HOURS. CONTRACTOR SHALL PROVIDE GUARDRAILS AND FLOOD LIGHTS TO MAINTAIN VISIBILITY AT ALL TIMES. ALL DEMO WORK SHALL BE COMPLETED BY THE END OF THE DAY. CONTRACTOR SHALL MAINTAIN THE DEMO AREA CLEAR OF OBSTRUCTIONS AND TRAFFIC SHALL BE KEPT FROM THE SPACE TO THE LOADING DOCK, WALL PROTECTION, PROTECT PROGRAM AND SAFE ROOM AND OTHER AREAS AS SHOWN ON THE PLAN.
2. CONTRACTOR IS TO VISIT THE PROJECTS AND FAMILIARIZE HIMSELF WITH THE PROJECT BEFORE PREPARING ALL SCHEDULES AND STARTING WORK.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ASSESSMENTS FROM THE CITY OF CHICAGO AND AS NECESSARY FROM THE CHIEF BUILDING OFFICER.
4. ALL DEMO WORK SHALL BE COMPLETED BY THE END OF THE DAY.
5. CONTRACTOR SHALL FOLLOW PROPER SAFETY PROCEDURES AND PROCEDURES AT ALL TIMES.
6. ALL DEMO WORK SHALL BE COMPLETED BY THE END OF THE DAY.
7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, AND REPORT SUCH DISCREPANCIES TO THE ARCHITECT AS SOON AS POSSIBLE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
8. CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
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14. CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
15. ALL ITEMS INDICATED FOR REMOVAL SHALL BE REMOVED TO THE CURB AND STORED AWAY FROM THE PROJECT AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ASSESSMENTS FROM THE CITY OF CHICAGO AND AS NECESSARY FROM THE CHIEF BUILDING OFFICER.
16. CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
17. CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
18. CONTRACTOR TO SALVAGE ANY AND ALL ITEMS PRIOR TO START OF DEMOLITION WORK.

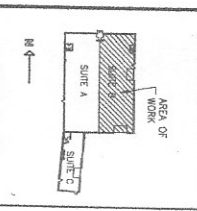
WALL DESIGNATIONS
 _____ EXISTING EXTERIOR WALL
 - - - - - DEMO WALL

- DEMOLITION DETAILS:**
- ① CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
 - ② CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
 - ③ CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
 - ④ CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
 - ⑤ CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
 - ⑥ CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
 - ⑦ CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
 - ⑧ CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
 - ⑨ CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.
 - ⑩ CONTRACTOR SHALL REMOVE AND DESTROY ALL EXISTING ELECTRICAL AND MECHANICAL SERVICES IN USE AT ALL TIMES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR SHALL MAINTAIN THE PROTECTING A WORK PROGRESS AND AT ALL TIMES.



① DEMOLITION PLAN
 3/8" = 1'-0"

DDMR
 P L A N N I N G
 703 E. DuSable, Suite 123
 Naperville, Illinois 60563
 TEL: 630.944.8201



Rev. No.	Date	Description

Project: Icah Toronto
 Suite B
 Tenant Build-Out
 3111 Ogden Ave., Suite 6020

Sheet Title: **DEMOLITION PLAN AND NOTES**

Scale: 01/7/20
 Date: 11-20-20
 Drawn: DV
 Checked: DD
 Approved: CS

License Number: 001-201137
 License Expiration Date: 11-20-20

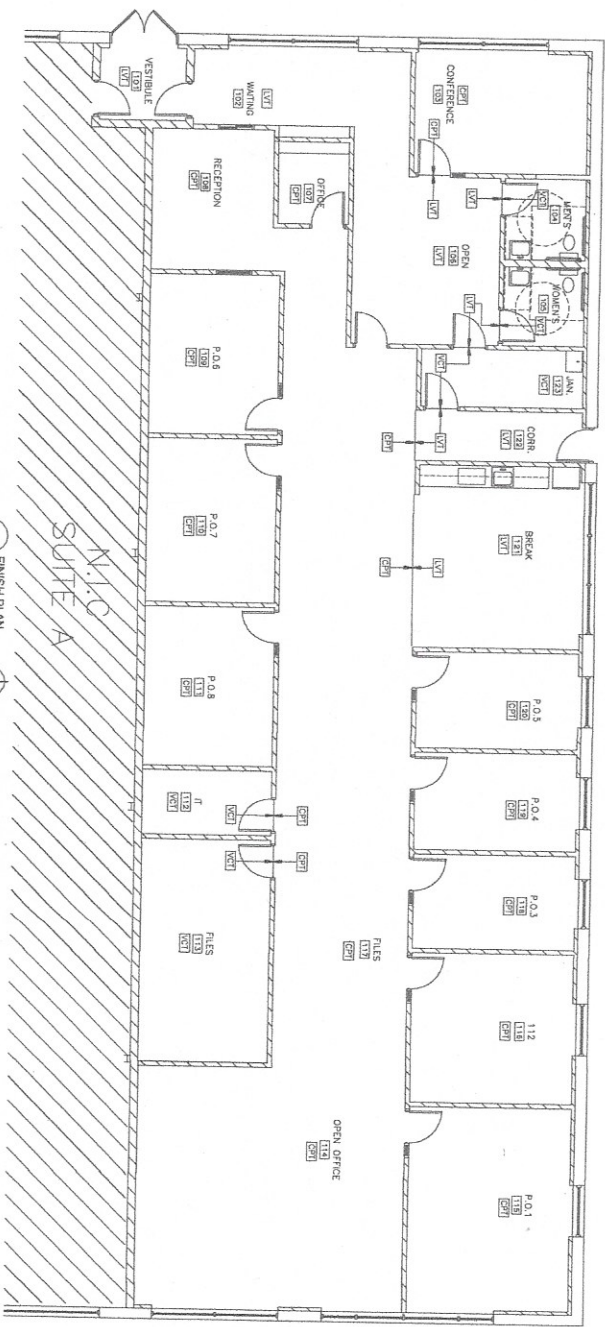
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ROOM FINISH SCHEDULE

ROOM NUMBER	ROOM NAME	FLOOR	WALLS				CEILING	CEILING HEIGHT
			NORTH	EAST	SOUTH	WEST		
101	EXIST VESTIBULE	LV	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
102	WAITING	LV	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
103	CONFERENCE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
104	MEETS	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
105	WORKERS	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
106	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
107	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
108	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
109	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
110	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
111	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
112	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
113	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
114	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
115	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
116	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
117	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
118	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
119	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
120	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
121	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
122	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"
123	OFFICE	VF	VF-1	VF-1	VF-1	VF-1	ACT	10'-0"

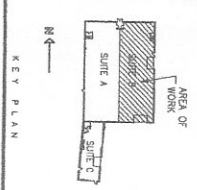
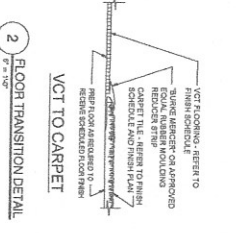
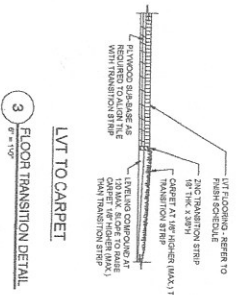
FINISH ABBREVIATIONS:
 VF = NEW PLYWOOD FINISH (UNPAINTED SPACE, UNLESS NOTED OTHERWISE, UNLS)
 VF-1 = NEW PLYWOOD FINISH (UNPAINTED SPACE)
 CP = CARPET WITH THE
 VCT = VINYL COMPOSITE TILE
 GF = GF = 1/2" X 3/8" GYPSUM BOARD, PAINTED

1. SAND AND PRIME EXISTING DRYWALL WALLS AS NOTED BEFORE PAINTING.
2. PAINT ALL WALLS (2 COATS) AND TRIM WITH FINISH SCHEDULE, UNLESS NOTED OTHERWISE.
3. PAINT FLOOR FOR NEW FLOORING AS NOTED.
4. CARPET TO BE INSTALLED AS NOTED. CARPET TO BE INSTALLED OVER ALL EXISTING FLOORING. ALL CARPET TO BE INSTALLED WITH FINISH SCHEDULE, UNLESS NOTED OTHERWISE.
5. PRIME AND PAINT NEW WALLS AND CEILING AS NOTED IN FINISH SCHEDULE AND PLAN.
6. PRIME AND PAINT NEW CEILING AND LIGHT FIXTURES IN THE SUITE.
7. TOUCH PAINT EXISTING WALLS AFFECTED BY WORK TO BE DONE TO REVEAL NEW PAINT (TYPE/CO).
 B. CLEAN SPACE AS REQUIRED PRIOR TO REPAIR AND OCCUPANCY.



1 FINISH PLAN

FINISH SCHEDULE	
WOOD CORE	SOLID CORE PLANT BUCK STAIN GRADE OAK UNDER DOORS - 1 3/4" x 3'-0" x 5'-0"
WOOD CORE	BURNISHED CHERRY LAMINATE UNDER DOORS - 1 3/4" x 3'-0" x 5'-0"
TYPICAL PAINT (P-1)	PAINT (2) COATS
PLASTIC LAMINATE	ON BREAK ROOM 121 CORNER AND CORNER
FLOORING	CP, LV, VCT REFER TO ROOM FINISH SCHEDULE



DD MR
 P L A N I N G
 700 E. DINA RD, SUITE 125
 NAPERVILLE, ILLINOIS 60563
 TEL: 630 944 8201

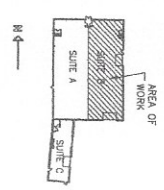
Project: Luba Township
 Suite B
 Tenant Build-Out
 2370 DOWEN AVE., LUBA, IL 60512

Sheet Title: FINISH PLAN, SCHEDULES AND NOTES
 Date: 01/17/20
 Drawn: DV
 Checked: DD
 Approved: GS

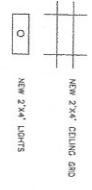
License Number: 011-201112
 License Expiration Date: 11-30-20

Rev. No. Description

DD MR
 P L A N N I N G
 700 E. DASH ST., SUITE 123
 NAPERVILLE, ILLINOIS 60563
 TEL. (630) 644-5201



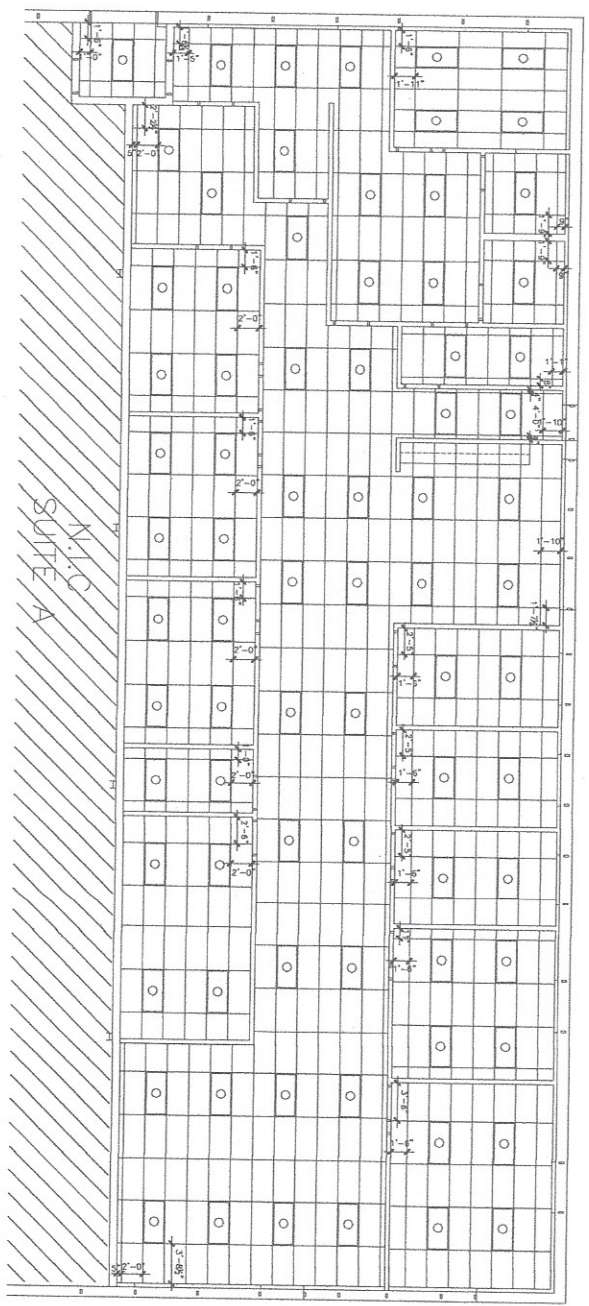
REFLECTED CEILING PLAN LEGEND



GENERAL NOTE:
 1. ARCHITECTURAL, SELECTED CEILING PLAN FOR CONSTRUCTION PURPOSES ONLY. REFER TO SPECIFICATIONS FOR SPECIFIC MATERIALS AND FINISHES TO BE USED.

REFLECTED CEILING PLAN NOTES:
 PROVIDE AND INSTALL NEW ACUSTIC TILE CEILING AT 1'-0" FROM PERIMETER ABOVE 2'x4' CEILING GRID. CEILING SHALL BE INSTALLED TO MATCH EXISTING CEILING.

SPECIFICATION:
 USG MOIST RESISTANT 2x4x8
 2'x4' PANELS
 30' Lx60'
 GPO - USG BY/DXL

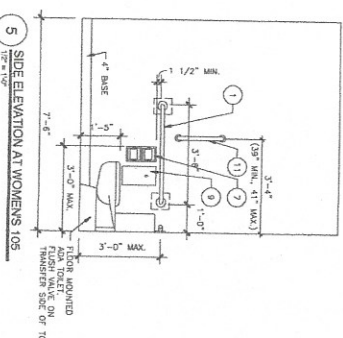
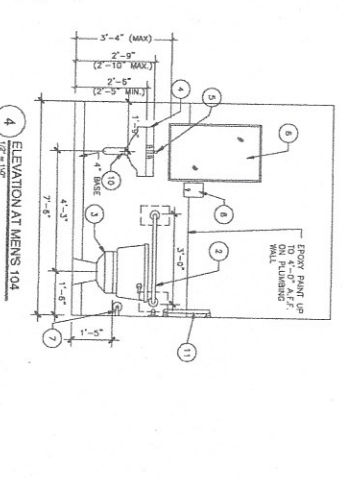
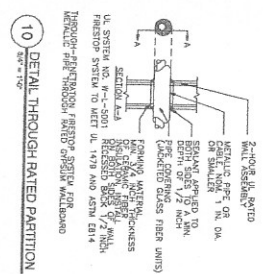
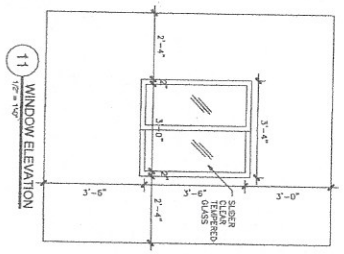
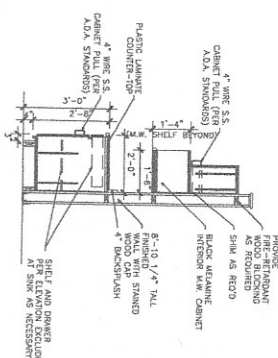
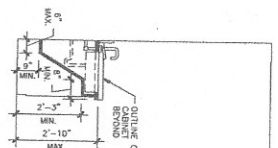
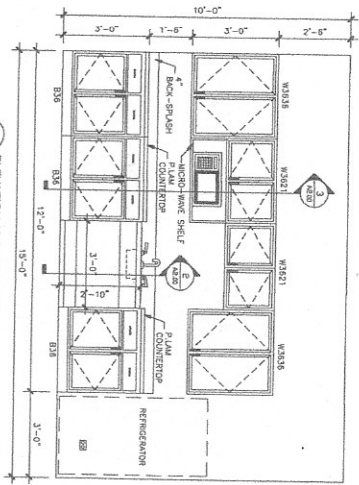
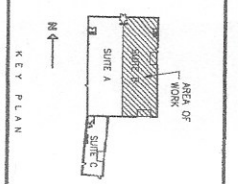


1 REFLECTED CEILING PLAN
 1/10/20

LANDLORD LICENSE NUMBER: 01-01117
 LICENSE EXPIRATION DATE: 11-30-26

Project: Luba Township Suite B Tenant Build-Out	
2110 DODD AVE, LUBA, IL 60532	
SHEET TITLE: REFLECTED CEILING PLAN AND NOTES	
Date: 01/17/20	Proj: 21218
Drawn: DV	Sheet No:
Checked: DD	
Approved: CS	
A1.40	

Rev. No.	Date	Description

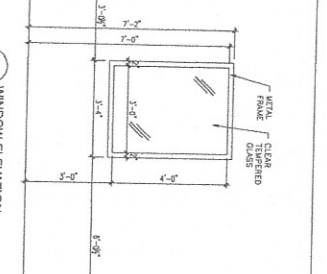
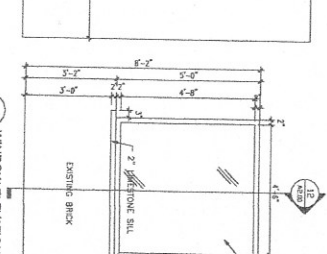
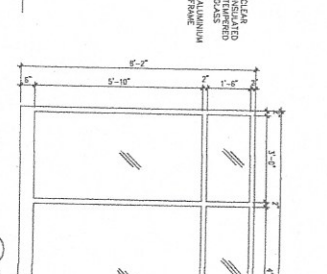
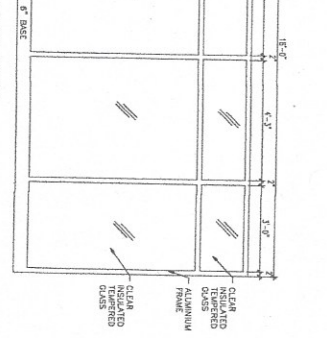
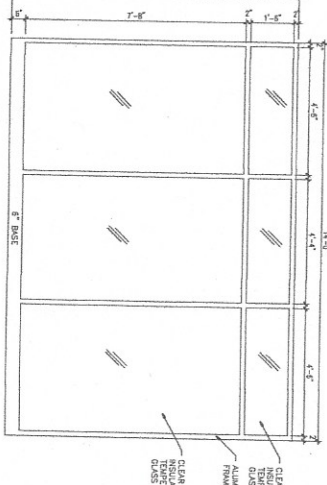
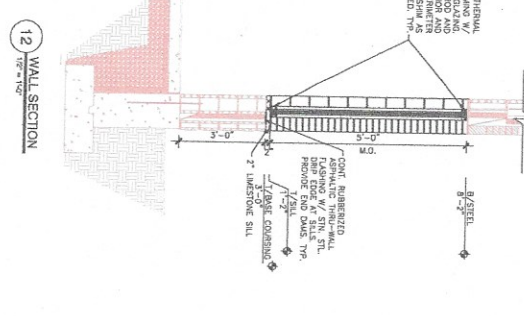


3 SECTION THROUGH CABINETS

RESTROOM ACCESSORY SCHEDULE

NO.	DESCRIPTION	MANUFACTURER & MODEL	FINISH
1	42" HORIZONTAL NON-INSULATED & WOODEN	#B-4301-42	MTD. 34" A.F.F.
2	36" HORIZONTAL NON-INSULATED & WOODEN	#B-4301-36	MTD. 34" A.F.F.
3	FLOOR AND WATER	AMERICAN STANDARD	MTD. 34" A.F.F. TO TOP OF FINISH FLOOR
4	WALL	AMERICAN STANDARD	MTD. 34" A.F.F. TO TOP OF FINISH FLOOR
5	WALL	AMERICAN STANDARD	MTD. 34" A.F.F. TO TOP OF FINISH FLOOR
6	WALL	AMERICAN STANDARD	MTD. 34" A.F.F. TO TOP OF FINISH FLOOR
7	TOILET URINAL	#B-100-1836	MTD. 34" A.F.F. TO TOP OF FINISH FLOOR
8	TOILET DISPENSER	#B-2112	MTD. 34" A.F.F. TO TOP OF FINISH FLOOR
9	WALL	#B-2112	MTD. 34" A.F.F. TO TOP OF FINISH FLOOR
10	WALL	#B-2112	MTD. 34" A.F.F. TO TOP OF FINISH FLOOR
11	WALL	#B-2112	MTD. 34" A.F.F. TO TOP OF FINISH FLOOR

NOTES:
 1. PROVIDE BLOCKING IN WALLS FOR SUPPORT OF ALL PLUMBING.
 2. PROVIDE INSULATING COVERING ON ALL EXPOSED DRAIN AND HOT WATER PIPING BELOW COUNTERTOPS.



Project: L&B Tomlinson
 Suite B
 Tenant Build-Out
 2211 Oceanwalk, L&B, 6032

Scale: 0 1/2" = 1'-0"
 Date: 07/17/20
 Drawn: DV
 Checked: DD
 Approved: CS

Issue No. 1
 Date: 07/17/20
 Description: ISSUES & REVISIONS

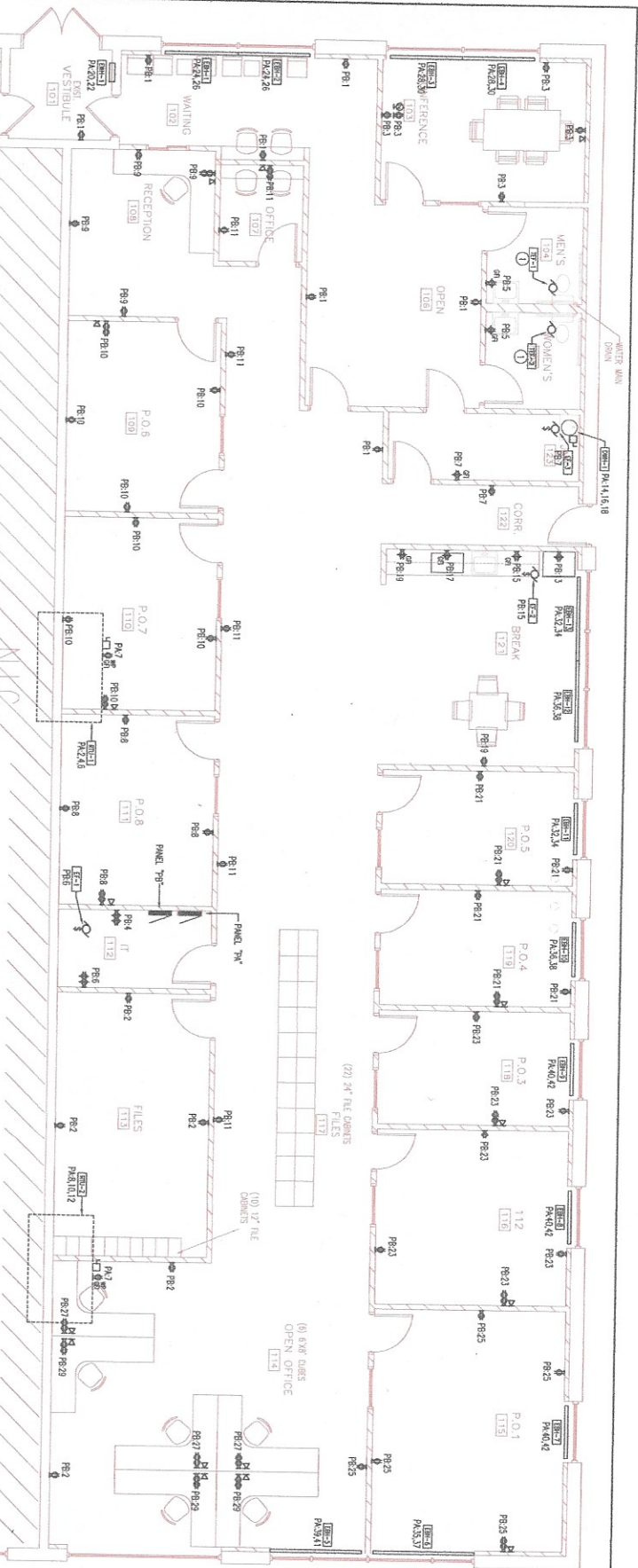
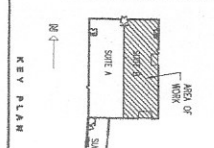
Sheet No. A2.00

Project: L&B Tomlinson
 Suite B
 Tenant Build-Out
 2211 Oceanwalk, L&B, 6032

Scale: 0 1/2" = 1'-0"
 Date: 07/17/20
 Drawn: DV
 Checked: DD
 Approved: CS

Issue No. 1
 Date: 07/17/20
 Description: ISSUES & REVISIONS

Sheet No. A2.00



1 POWER PLAN
N

POWER PLAN GENERAL NOTES

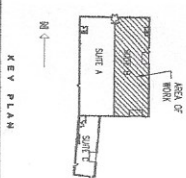
1. THE MINIMUM WIRE SIZE SHALL BE 12 AWG EXCEPT FOR SHARED NEUTRAL CONDUCTIONS WHICH THE MINIMUM SIZE SHALL BE 10 AWG. THE MINIMUM CONDUIT SIZE SHALL BE 1/2\"/>

DRAWING NOTES (REFER TO SEE DRAWING ONLY)

1. OCCUPANT TO VERIFY LOCATION AND SIZE OF THE LIGHTING CIRCUIT IN THIS ROOM.
2. THE CONTRACTOR SHALL PROVIDE ALL SEPARATIONS, GUSES, AND SCHEMATIC AS WELL AS ALL VERTICAL CABLES AND WIRE AND DATA WIRING. ANY PENETRATIONS THROUGH THE EXISTING STRUCTURE SHALL BE PROPERLY SEALED AND TREATED TO MAINTAIN THE FIRE RATING OF THE WALL.
3. BACKBOXES ARE TO BE MOUNTED OFFSET, NOT BACK TO BACK.
4. CIRCUIT NUMBERS ARE FOR CLARIFICATION ONLY. CONTRACTOR SHALL PROVIDE ACTUAL CIRCUITING AS PART OF "AS BUILT" DRAWINGS.
5. REFER TO MECHANICAL AND PLUMBING SHEETS FOR ADDITIONAL EQUIPMENT INFORMATION.
6. ANY ELECTRICAL DEVICES ON NEW WALLS SHALL BE RUSH MOUNTED. NO WIRING IS TO BE ACCEPTED ON NEW WALLS UNLESS NOTED OTHERWISE.
7. VERIFY RECEPTACLE LOCATIONS WITH ARCHITECTURAL PLUMBING LAYOUT TO ENSURE PROPER ACCESSIBILITY.
8. REFER TO ELECTRICAL DETAILS SHEET FOR ADDITIONAL NOTES AND DETAILS.
9. PROVIDE CIRCUIT BREAKER HANDLE TIES AT THE PANELBOARD FOR ALL MULTIRATE CONDUITS FOR RE-ENTRY TO CONDUIT. SCHEDULED SEPARATELY ALL UNBUNDLED CONDUITS FOR RE-ENTRY TO CONDUIT.
10. ELECTRICAL BOXES ON OPPOSITE SIDES OF A FIRE RESISTANT WALL ASSEMBLY SHALL BE MOUNTED WITH MINIMUM 24\"/>

LANDING LICENSE NUMBER: 081411177
LICENSE EXPIRATION DATE: 11/25/20

Project:	Liba Township Suite B Tenant Build-Out 2777 Duane Rd., Naperville, IL 60563
Sheet Title:	POWER PLAN
Date:	12/05/19
Drawn By:	Per: 21218
Checked By:	She: 11111
Approved:	E1.10



- LIGHTING PLAN GENERAL NOTES:**
1. THE MINIMUM WIRE SIZE SHALL BE 12 AWG EXCEPT FOR WIRE SIZES INDICATED OTHERWISE. MINIMUM CONDUIT SIZES SHALL BE 1/2" UNLESS OTHERWISE INDICATED UNLESS OTHERWISE SPECIFIED. ALL LIGHTING BRANCH CIRCUITS SHALL BE 120V SINGLE-PHASE CIRCUITS WITH 1-PHASE BREAKERS UNLESS OTHERWISE NOTED.
 2. PROVIDE LOCK-ON CIRCUIT BREAKER DEVICE FOR ALL EMERGENCY LIGHTING & EXIT SIGN BRANCH CIRCUITS.
 3. REFER TO ARCHITECTURAL SELECTED CEILING PLANS FOR EXACT LIGHTING FIXTURE LOCATIONS.
 4. CIRCUIT NUMBER(S) ARE SHOWN FOR A GIVE ONLY. VERIFY EXACT CIRCUIT NUMBER TO BE UTILIZED IN FIELD.
 5. EMERGENCY LIGHTING PLANS SHALL BE CONNECTED TO THE NEAREST LIGHTING BRANCH CIRCUIT AHEAD OF LOCAL SWITCH UNLESS OTHERWISE NOTED.
 6. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS TO A STRUCTURAL MEMBER.
 7. PROVIDE FILL BOXES BETWEEN PULL POINTS AS REQUIRED TO COMPLY WITH NEC (NEC (40) DEPENDS UPON) BETWEEN PULL POINTS.

0-6-18318
 N.I.C. SUITE A

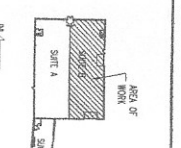
Project:	Lib/Temple
Project:	Suite B Tenant Build-Out
Project:	2717 North Ave. E. #202
Drawn By:	
Checked:	
Scale:	1/2" = 1'-0"
Date:	12/29/19
Project No.:	2118
Sheet No.:	E2.10
Client:	
Approved:	

ALABAMA LICENSE NUMBER: 01-011137
 LICENSE EXPIRES: 11-30-26

DD MR

PLANNING

JOB NO. 94-124
 NORTH BAY 3000
 TEL 694-5451



KEY PLAN

Date	Description
12/02/79 <td>Revised</td>	Revised
12/02/79 <td>Original</td>	Original
Author: [Name]	
Check: [Name]	
Date: 12/02/79	
Project: Suite B Tenant Build-Out	

ELECTRICAL NOTES

1. REFER TO ALL NOTES ON DRAWING SHEETS.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND LOCAL ORDINANCES.
3. ALL CONDUIT SHALL BE EMT OR RIGID PVC UNLESS OTHERWISE SPECIFIED.
4. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND LOCAL ORDINANCES.
5. ALL PANELS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND LOCAL ORDINANCES.
6. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND LOCAL ORDINANCES.

PROJECT: Suite B Tenant Build-Out

DATE: 12/02/79

PROJECT NO.: E3.10

DESIGNER: [Name]

CHECKED: [Name]

DATE: 12/02/79

BRANCH CIRCUIT WIRING

CIRCUIT NO.	TYPE	REMARKS
1	120V/1P	...
2	120V/1P	...
3	120V/1P	...
4	120V/1P	...
5	120V/1P	...
6	120V/1P	...
7	120V/1P	...
8	120V/1P	...
9	120V/1P	...
10	120V/1P	...

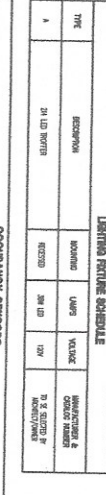


FIG. 1 - ELECTRICAL SYMBOL LIST

BRANCH CIRCUIT WIRING

CIRCUIT NO.	TYPE	REMARKS
11	120V/1P	...
12	120V/1P	...
13	120V/1P	...
14	120V/1P	...
15	120V/1P	...
16	120V/1P	...
17	120V/1P	...
18	120V/1P	...
19	120V/1P	...
20	120V/1P	...

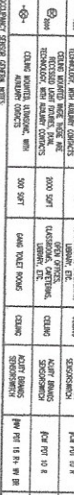


FIG. 2 - LIGHT FIXTURE SUPPORT DETAIL

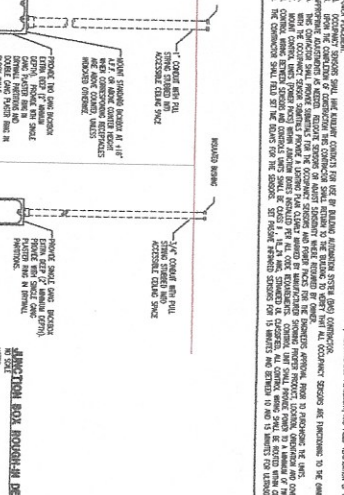


FIG. 3 - ELECTRICAL SYMBOL LIST

BRANCH CIRCUIT WIRING

CIRCUIT NO.	TYPE	REMARKS
21	120V/1P	...
22	120V/1P	...
23	120V/1P	...
24	120V/1P	...
25	120V/1P	...
26	120V/1P	...
27	120V/1P	...
28	120V/1P	...
29	120V/1P	...
30	120V/1P	...



FIG. 4 - ELECTRICAL SYMBOL LIST

BRANCH CIRCUIT WIRING

CIRCUIT NO.	TYPE	REMARKS
31	120V/1P	...
32	120V/1P	...
33	120V/1P	...
34	120V/1P	...
35	120V/1P	...
36	120V/1P	...
37	120V/1P	...
38	120V/1P	...
39	120V/1P	...
40	120V/1P	...

ELECTRICAL SYMBOL LIST

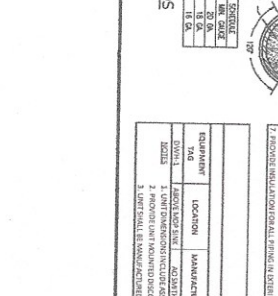
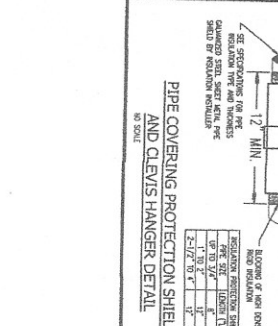
SYMBOL	DESCRIPTION
1	120V/1P
2	120V/1P
3	120V/1P
4	120V/1P
5	120V/1P
6	120V/1P
7	120V/1P
8	120V/1P
9	120V/1P
10	120V/1P

PANEL SCHEDULE

NO.	DESCRIPTION	LOADS	CIRCUIT BREAKER
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

GENERAL NOTES - ALL CONTRACTORS

1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING STRUCTURES AND UTILITIES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.



WATER HEATER CALCULATIONS

EQUIPMENT	QUANTITY	HEATING DEMAND (BTU/HOUR)	DEMISES
WATER HEATER	1	10,000	1
WATER HEATER	1	10,000	1
WATER HEATER	1	10,000	1
WATER HEATER	1	10,000	1
WATER HEATER	1	10,000	1
TOTAL	5	50,000	5

EXPANSION TANK SCHEDULE

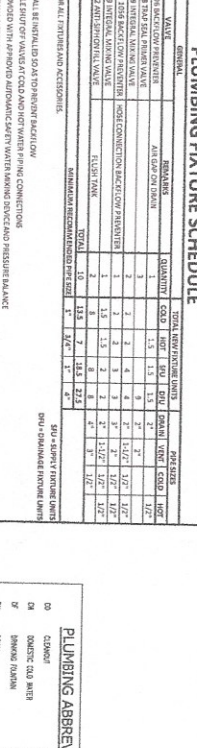
EQUIPMENT	MANUFACTURER	MODEL	CAPACITY	TYPE
EXPANSION TANK	AMERICAN	A-1	2.0	DIAPHRAGM
EXPANSION TANK	AMERICAN	A-1	2.0	DIAPHRAGM
EXPANSION TANK	AMERICAN	A-1	2.0	DIAPHRAGM
EXPANSION TANK	AMERICAN	A-1	2.0	DIAPHRAGM

PLUMBING FIXTURE SCHEDULE

FIXTURE	QUANTITY	TYPE	NOTE
SINK	1	STAINLESS STEEL	1/2" X 18" X 22"
TUB	1	STAINLESS STEEL	60" X 30" X 16"
SHOWER	1	STAINLESS STEEL	60" X 30" X 16"
TOILET	1	STAINLESS STEEL	14" X 12" X 16"
BIDET	1	STAINLESS STEEL	14" X 12" X 16"
VANITY	1	STAINLESS STEEL	36" X 24" X 16"
STOVE	1	STAINLESS STEEL	24" X 24" X 16"
SINK	1	STAINLESS STEEL	14" X 12" X 16"
TOILET	1	STAINLESS STEEL	14" X 12" X 16"
BIDET	1	STAINLESS STEEL	14" X 12" X 16"
VANITY	1	STAINLESS STEEL	36" X 24" X 16"
STOVE	1	STAINLESS STEEL	24" X 24" X 16"

ELECTRIC WATER HEATER SCHEDULE

EQUIPMENT	LOCATION	MANUFACTURER	MODEL	CAPACITY	VOLTAGE	TYPE	NOTE
WATER HEATER	MECHANICAL ROOM	AMERICAN	A-1	2.0	120V	DIAPHRAGM	
WATER HEATER	MECHANICAL ROOM	AMERICAN	A-1	2.0	120V	DIAPHRAGM	
WATER HEATER	MECHANICAL ROOM	AMERICAN	A-1	2.0	120V	DIAPHRAGM	



PLUMBING ABBREVIATIONS

CD	CONDENSATE
CJ	COLD WATER
CS	COLD WATER
CU	COLD WATER
CV	COLD WATER
DW	DRINKING WATER
E	EXHAUST
F	FLOOR
FR	FLOOR RISER
GR	GROSS
H	HOT WATER
I	INLET
L	LOAD
M	MIXER
N	NON-FERROUS
O	OUTLET
P	PIPE
PL	PLUMBING
RF	RADIANT FLOOR
RH	RADIANT HEATING
S	SEWER
SM	STEAM
SW	SUPPLY WATER
TR	TRENCH
U	UNION
V	VENT
VE	VENT
WC	WATER CLOSET
WD	WATER DISTRIBUTION
WU	WATER UTILITIES

GENERAL NOTES - PLUMBING

1. ALL PLUMBING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED.
2. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED.
3. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED.
4. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED.
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6. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED.
7. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED.
8. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED.
9. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED.
10. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED.

PLUMBING CODE NOTES

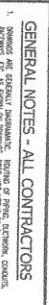
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ACCEPTABLE PLUMBING MATERIALS

ACCEPTABLE PLUMBING MATERIALS: GALVANNEED STEEL PIPE, GALVANNEED STEEL FITTINGS, GALVANNEED STEEL FLOOR FLANGES, GALVANNEED STEEL VALVES. UNACCEPTABLE MATERIALS: BLACK PIPE, BLACK FITTINGS, BLACK FLOOR FLANGES, BLACK VALVES.

PLUMBING DRAWING NOTES

PLUMBING DRAWING NOTES: ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED. ALL PIPING SHALL BE MADE OF GALVANNEED STEEL UNLESS OTHERWISE NOTED.

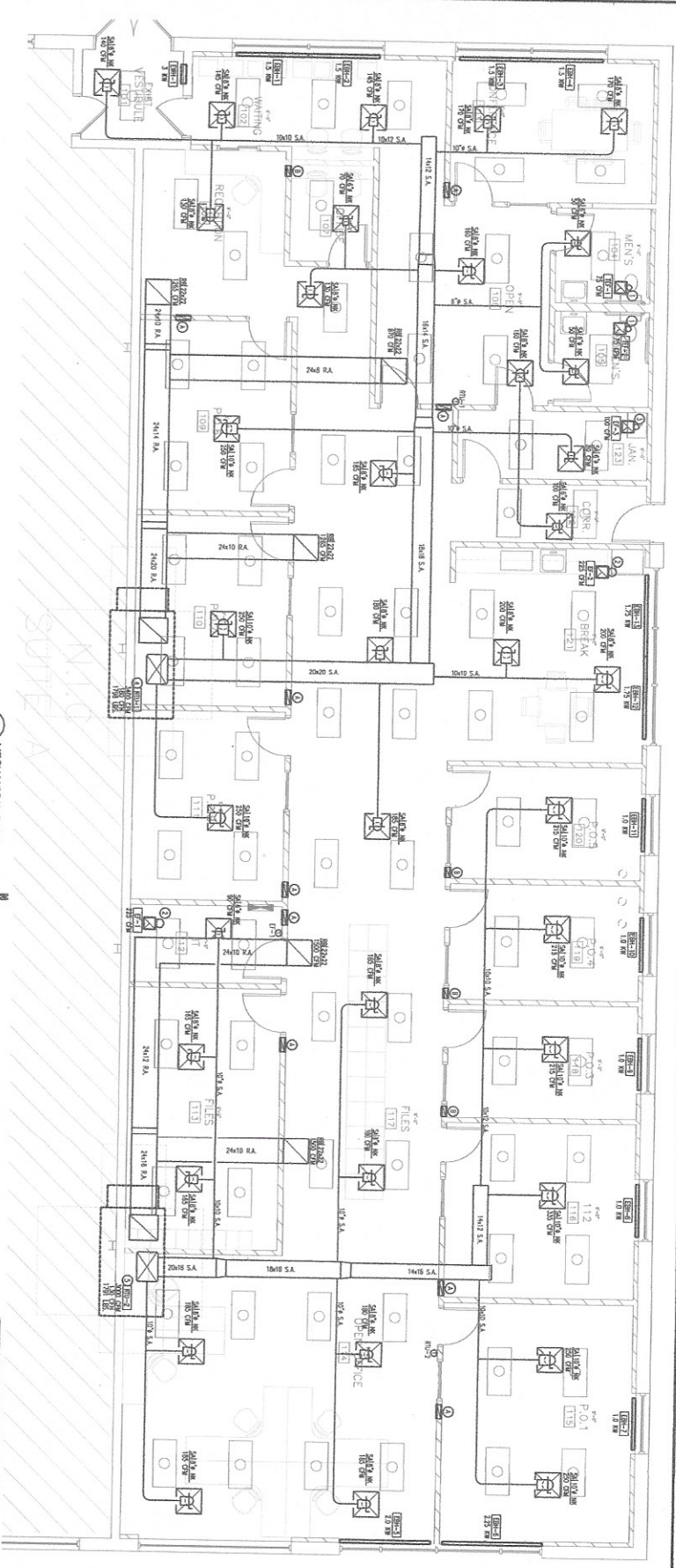
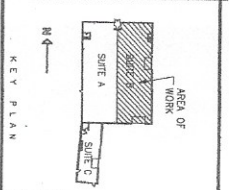


REVISIONS

1	07/28/19	Revised Per Permit
2	10/15/19	Revised Per Permit

Project: (b)1 Toronto
Suite B
Tenant Build-Out
121 Queen Ave. East, Toronto
Sheet Title: PLUMBING PLAN
Date: 12/05/19
Proj No: 2128
Scale:
Sheet No:
Checked:
Approved:
P1.00

DDMR PLANNING 7000 East Beaver Creek Rd. Suite 108 Markham, ON L3R 0E3 TEL: (905) 941-5201



1 MECHANICAL PLAN

CONTRACTOR NOTES

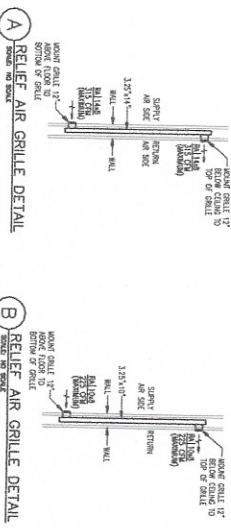
SHOWING ARE DESIGNED FOR MECHANICAL AND ELECTRICAL INSTALLATION. CONTRACTOR SHALL VERIFY ALL CONDITIONS AT THE TIME OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

MECHANICAL CODE NOTES

MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

MECHANICAL DRAWING NOTES

1. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.



LANDS LICENSE NUMBER: 001-01117
 LICENSE EXPIRATION DATE: 11-30-20

Project:	Lab Township
Sheet Title:	Suite B Tenant Build-Out
Sheet No.:	M1.00
Date:	12/05/19
Drawn:	Paul 2139
Checked:	
Approved:	

INDIRECT GAS FIRED HEATING/DX COOLING ROOFTOP UNIT SCHEDULE

DESCRIPTION	LOCATION	MANUFACTURER	MODEL	UNIT TYPE	WARRANTY	WARRANTY MONTHS	WARRANTY HOURS	WARRANTY PARTS	WARRANTY LABOR	WARRANTY MATERIALS	WARRANTY COST	WARRANTY NOTES
R12.1	ROOF	LENOX	400000	CONDENSING	1	12	1200	1	1	1	1	1
R12.2	ROOF	LENOX	400000	CONDENSING	1	12	1200	1	1	1	1	1
R12.3	ROOF	LENOX	400000	CONDENSING	1	12	1200	1	1	1	1	1

EXHAUST FAN SCHEDULE

EQUIPMENT	LOCATION	MANUFACTURER	MODEL	WARRANTY MONTHS	WARRANTY HOURS	WARRANTY PARTS	WARRANTY LABOR	WARRANTY MATERIALS	WARRANTY COST	WARRANTY NOTES
E1.1	CEILING	LENOX	400000	1	12	1	1	1	1	1
E1.2	CEILING	LENOX	400000	1	12	1	1	1	1	1

ELECTRIC WALL HEATER SCHEDULE

EQUIPMENT	LOCATION	MANUFACTURER	MODEL	WARRANTY MONTHS	WARRANTY HOURS	WARRANTY PARTS	WARRANTY LABOR	WARRANTY MATERIALS	WARRANTY COST	WARRANTY NOTES
W1.1	WALL	LENOX	400000	1	12	1	1	1	1	1

INTERNATIONAL MECHANICAL CODE VENTILATION SCHEDULE

ROOM NAME	OCCUPANCY	AREA SQ FT	PER PERSON	MINIMUM CFM	MAXIMUM CFM	MINIMUM AIR CHANGES PER HOUR	MINIMUM AIR FLOW VELOCITY	MINIMUM AIR FLOW VELOCITY	MINIMUM AIR FLOW VELOCITY	MINIMUM AIR FLOW VELOCITY
OFFICE	OFFICE	100	15	1500	2000	1	1	1	1	1
CONFERENCE	CONFERENCE	100	15	1500	2000	1	1	1	1	1

ELECTRIC BASEBOARD HEATER SCHEDULE

EQUIPMENT	LOCATION	MANUFACTURER	MODEL	WARRANTY MONTHS	WARRANTY HOURS	WARRANTY PARTS	WARRANTY LABOR	WARRANTY MATERIALS	WARRANTY COST	WARRANTY NOTES
B1.1	BASEBOARD	LENOX	400000	1	12	1	1	1	1	1

DIFFUSER, GRILLE AND REGISTER SCHEDULE

EQUIPMENT	LOCATION	MANUFACTURER	MODEL	WARRANTY MONTHS	WARRANTY HOURS	WARRANTY PARTS	WARRANTY LABOR	WARRANTY MATERIALS	WARRANTY COST	WARRANTY NOTES
D1.1	DIFFUSER	LENOX	400000	1	12	1	1	1	1	1

ROOFTOP UNIT INSTALLATION DETAIL

1. UNIT SHALL BE INSTALLED ON A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A MINIMUM STRENGTH OF 3000 PSI.

2. DUCT SHALL BE INSTALLED THROUGH THE SLAB WITH A MINIMUM CLEARANCE OF 6" FROM THE DUCT TO THE SLAB SURFACE.

3. UNIT SHALL BE INSTALLED WITH A MINIMUM CLEARANCE OF 6" FROM THE UNIT TO THE SLAB SURFACE.

PIPE HANGER DETAILS

1. HANGER SHALL BE INSTALLED WITH A MINIMUM CLEARANCE OF 6" FROM THE PIPE TO THE HANGER.

2. HANGER SHALL BE INSTALLED WITH A MINIMUM CLEARANCE OF 6" FROM THE HANGER TO THE SLAB SURFACE.

CONDENSATE DRAIN/TRAP DETAIL

1. TRAP SHALL BE INSTALLED WITH A MINIMUM CLEARANCE OF 6" FROM THE TRAP TO THE DRAIN PIPE.

2. TRAP SHALL BE INSTALLED WITH A MINIMUM CLEARANCE OF 6" FROM THE TRAP TO THE SLAB SURFACE.

FLEXIBLE DUCT HANGER & CONNECTION DETAILS

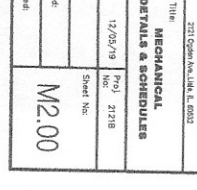
1. DUCT SHALL BE INSTALLED WITH A MINIMUM CLEARANCE OF 6" FROM THE DUCT TO THE HANGER.

2. DUCT SHALL BE INSTALLED WITH A MINIMUM CLEARANCE OF 6" FROM THE DUCT TO THE SLAB SURFACE.

MECHANICAL DETAILS & SCHEDULES

Project: Unit 2000
Suite B
Tenant Build-Out
3211 Gessner, Suite B, Houston, TX 77057

Scale: 1/2" = 1'-0"
Date: 12/20/09
Sheet No: M2.00



KEY PLAN

1. 07/28/09
2. 08/10/09
3. 08/10/09

Revised Per Permit

ISSUES & REVISIONS

EXHIBIT C

BUILDING RULES AND REGULATIONS

Landlord agrees to use its reasonable efforts to cause compliance by tenants of the Building with these Rules and Regulations, as they may be revised or amended by Landlord from time to time in its commercially reasonable discretion (as amended, the “**Rules and Regulations**”), but in no event shall Landlord be responsible for the violation or nonperformance of any of these Rules and Regulations by any other tenant. Unless otherwise provided, all terms used in these Rules and Regulations shall have the same meaning as set forth in this Lease. To the extent that the provisions of these Rules and Regulations are inconsistent with the provisions of this Lease, the provisions of the Lease shall control. In the event Tenant violates any of the Rules and Regulations and such violation continues for more than 24 hours after Tenant's receipt of notice thereof from Landlord, then Tenant shall pay Landlord, as liquidated damages, an amount equal to \$50.00 per day so long as such violation continues. Tenant recognizes that its violation of the Rules and Regulations will result in damages to Landlord and that the nature and amount of such damages is difficult or impossible to quantify, and that the foregoing amount represents a reasonable approximation of the actual damages Landlord would suffer in the event Tenant violates the Rules and Regulations. As used herein, the term “**Legal Requirements**” means all applicable current or future statutes, ordinances, orders, rules, regulations, judgments and requirements of public authorities with jurisdiction over the Building and/or the Premises.

1. **Common Areas.** Tenant shall not use the Common Areas, including areas adjacent to the Premises, for any purpose other than ingress and egress, and in accordance with all other applicable provisions of this Lease, including these Rules and Regulations. Without limiting the generality of the foregoing, Tenant shall not use the Common Areas to canvass, solicit business or information from, or distribute any article or material to, other tenants, occupants or invitees of the Building, without the express written consent of Landlord. Tenant shall not allow anything to remain in or to obstruct any passageway, sidewalk, court, corridor, stairway, entrance, exit, elevator, shipping area, or other area outside the Premises. Janitorial closets, utility closets, telephone closets, broom closets, electrical closets, storage closets, and other such closets, rooms and areas shall be used only for the purposes and in the manner designated by Landlord, and may not be used by Tenant, or its contractors, agents, employees, or other parties without Landlord's prior written consent.

2. **No Outside Sales; Loading Areas.** Tenant agrees not to use any portion of the Common Areas for sale or display of any merchandise or any other business, occupation, undertaking or solicitation of customers and further agrees to receive or ship articles of any kind only through loading areas as designated by Landlord.

3. **Parking.** Tenant shall, within 5 days after request from Landlord, furnish to Landlord the automobile license numbers of all automobiles owned or used by Tenant or its employees. Upon Landlord's request, Tenant shall cause its employees to park in the rear of the building. Landlord may designate certain portions of the parking areas as reserved for use of employees, certain tenants or customers of certain tenants. All parking rights are also subject to ordinances of the Village.

4. **Trash; Recycling Program.** All garbage, refuse, trash and other waste shall be kept in the kind of container (which may be a shared container), placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall not burn any trash or garbage of any kind in or about the Premises or Building. Landlord shall coordinate a service to pick up such items and Tenant shall participate in such service and shall pay to Landlord Tenant's Proportionate Share of the cost of such service (or such other share as Landlord may fairly and reasonably determine) on or before the first day of each calendar month, in advance. Landlord reserves the right to require that Tenant participate in any recycling program designated by Landlord. If Tenant is permitted under this Lease to handle foodstuffs, garbage and refuse shall be stored and daily removed from the Premises in leak proof, airtight containers. If any leakage occurs, Tenant shall promptly clean and remove any evidence of such leakage at its expense. Tenant shall immediately clean up and remove spills and debris in connection with its disposal of waste at or from the Premises.

5. **Pest Control.** Tenant shall, at its sole cost, arrange for pest control at such intervals as may reasonably be required by Landlord. Tenant shall provide Landlord with evidence of Tenant's compliance with this provision within 5 days after Landlord's written request. If, however, the tenants and Landlord agree that Landlord shall provide or arrange for such pest control, Tenant shall pay to Landlord Tenant's Proportionate Share of the cost thereof (or such other share as Landlord may fairly and reasonably determine) on or before the first day of each calendar month in advance, or Landlord may include such charges in Operating Costs. Tenant shall keep the Premises in good and sanitary condition, free from waste at all times and keep the sidewalks and service-ways adjacent to the Premises neat, clean and in sanitary condition and free from dirt, rubbish, insects, pests, rodents, food and produce

6. **Sign and Display Windows.** Tenant shall not place any sign or any other item outside the Premises (including, without limitation, on the exterior walls and roof), or on the interior or exterior surfaces of doors or glass panes or windows, without the express written consent of Landlord. Tenant shall not install within the Premises any sign that is visible from outside the Premises or that is illuminated, without Landlord's prior written approval. If Landlord approves or requires illuminated signs, Tenant shall keep them illuminated each day during the hours designated by Landlord from time to time. All Tenant's signs shall be professionally designed, prepared and installed and in good taste so as not to detract from the general appearance of the Premises or the Building and shall comply with the sign provisions as set forth in the Lease. The term "**sign**" for purposes of this Section shall mean any sign, placard, picture, name, direction, lettering, insignia, trademark, advertising material, advertising display, awning or other similar item, including Tenant's storefront sign. Blinds, shades, drapes and other such items shall not be placed in or about the windows in the Premises except to the extent, if any, that the character, shape, designs, color, material and make thereof is first approved by Landlord in writing.

7. **Display of Merchandise.** Tenant shall not place or maintain any permanent or temporary fixture or other item or display any merchandise: **(a)** outside of the Premises; or **(b)** anywhere inside the Premises within 6 feet of any entrance to the Premises (except that, with respect to any recessed entry of the Premises, Tenant shall not place or maintain any such fixtures or other item within 3 feet of any entrance). All displays of merchandise shall be tasteful and professional.

8. **Plumbing Equipment.** The toilet rooms, urinals, wash bowls, drains and sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed, and no foreign substance of any kind shall be deposited therein. The expense incurred due to any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, invitees or agents shall, have caused such breakage, stoppage or damage.

9. **Exhaust System; Grease Traps; Odor Control.** If Tenant operates a business on the Premises in which smoke and/or odor cannot be avoided by an exhaust termination location design, Tenant shall, at Tenant's sole cost and expense, provide an exhaust air pollution control system approved by Landlord. If Tenant operates a restaurant, prior to opening for business, Tenant shall install and thereafter maintain, at Tenant's sole cost and expense, a grease containment system, approved by Landlord, and in compliance with Legal Requirements, on all roof exhaust fans serving the Premises. In addition, Tenant shall properly maintain, clean, repair and replace adequate grease traps. Tenant shall clean all grease interceptors no less than 4 times per year. Notwithstanding anything to the contrary contained in these Rules and Regulations and the Lease, Tenant shall use reasonable and diligent efforts to promptly resolve any odor problems arising from its use of the Premises during the Term.

10. **Roof; Awnings and Projections.** Tenant shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls or Common Areas of the Building without obtaining Landlord's prior written consent, provided that Tenant shall be permitted to install, at Tenant's sole cost and expense, cable television and internet service to the Premises. Tenant may install and have access to rooftop HVAC System only to the extent approved in writing or required by Landlord from time to time in connection with Tenant's obligations under this Lease. No awning or other projection shall be attached by or for Tenant to the exterior walls of the Premises or the Building. Any item set forth in this Section installed without the prior written consent of Landlord shall be subject to removal by Landlord without notice to Tenant all at Tenant's sole cost and expense.

11. **Overloading Floors.** Tenant shall not overload any floor or part thereof in the Premises or Building, including any public corridors or elevators therein, and Landlord may designate the location of safes, vaults and all other heavy articles and require supplementary supports of such material and dimensions as Landlord may deem necessary to properly distribute the weight at Tenant's expense (including expenses for structural review and engineering).

12. **Locks and Keys.** Upon termination of this Lease or Tenant's right to possession, Tenant shall: **(a)** return to Landlord all keys, parking stickers or key cards, and in the event of loss of any such items, shall pay Landlord therefor; and **(b)** advise Landlord as to the combination of any vaults or locks that Landlord permits to remain in the Premises.

13. **Unattended Premises.** Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all lights (except signs required to be illuminated hereunder), water faucets and other utilities in the Premises (except heat to the extent necessary to prevent the freezing or bursting of pipes). This provision shall not imply that Tenant may leave the Premises unattended in violation of the operating requirements set forth elsewhere in this Lease.

14. **Heating Facilities.** Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

15. **Food and Beverages; Game and Vending Machines.** Except to the extent expressly permitted under this Lease, Tenant shall not: **(a)** use the Premises for the manufacture, preparation, display, sale, barter, trade, gift or service of food or beverages, including, without limitation, intoxicating liquors; or **(b)** install, operate or use any video, electronic or pinball game or machine, or any coin or token operated vending machine or device to provide products, merchandise, food, beverages, candy, cigarettes or other commodities or services, including, but not limited to, pay lockers, pay toilets, scales and amusement devices; PROVIDED, HOWEVER, that Tenant may install vending machines for the sale of non-alcoholic beverages, food and candy in an area not visible from the sale area or exterior of the Premises for the exclusive use of Tenant's employees.

16. **Labor Relations.** Tenant shall conduct its labor relations and relations with employees in compliance with the state and federal laws, rules and regulations as it deems appropriate..

17. **Landlord's Trade Name and Trademarks.** No symbol, design, name (other than the name of the Building in Tenant's advertising as permitted or required by this Lease), mark or insignia adopted by Landlord for the Building or picture or likeness of the Building shall be used by Tenant without the prior written consent of Landlord.

18. **Prohibited Activities.** Tenant shall not: **(a)** use strobe, flashing lights or rotating spotlights in or on the Premises (or other areas of the Building) or in any signs for the Premises; **(b)** use, sell or distribute leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles in the Premises (or other areas of the Building); **(c)** operate any loudspeaker, telephone set, phonograph, radio, CD player or other musical or sound producing instrument or device that can be heard outside the Premises; **(d)** operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception from or in the Building or elsewhere; **(e)** make or permit objectionable noise, vibration, smoke, fumes, vapors or odors to emanate from the Premises unless, in the case of smoke, fumes, vapors, or odors, Tenant installs and maintains a grease containment system or, if applicable, skin and hair salon odor control system, approved by Landlord in writing; **(f)** do or permit anything in or about the Premises or any other areas of the Building that is unlawful, immoral, obscene, pornographic, or which tends to create or maintain a nuisance or do any act tending to injure the reputation of the Building; **(g)** use or permit upon the Premises or other areas of the Building anything that violates the certificates of occupancy issued for the Premises or the Building, or causes a cancellation of Landlord's insurance policies or increases Landlord's insurance premiums (and Tenant shall comply with all requirements of Landlord's insurance carriers, the American Insurance Association, and any board of fire underwriters); **(h)** use the Premises for any purpose, or permit upon the Premises or any areas of the Building anything that may be dangerous to parties or property (including, but not limited to, flammable oils, fluids, paints, chemicals, firearms or any explosive articles or

material(s)); **(i)** cause, conduct, permit or advertise any auction or closing-out or wholesale business in the Building; or any distress sale, fire sale, bankruptcy sale, liquidation, relocation sale, closing sale, going-out-of-business sale, sheriff's sale, receiver's sale, or any other sale that, in Landlord's opinion, adversely affects the reputation of the Building or suggests that the business operations are to be discontinued in the Premises; nor **(j)** do or permit anything to be done upon the Premises or any other areas of the Building in any way tending to unreasonably disturb, bother or annoy any other tenant at the Building or the occupants of neighboring property.

19. **Responsibility for Compliance.** Tenant shall be responsible for ensuring compliance with these Rules and Regulations, as they may be amended from time to time, by Tenant's employees and, as applicable, by Tenant's agents, invitees, contractors, subcontractors and suppliers.

EXHIBIT D

Tenant's Insurance

Tenant shall maintain the following insurance coverages, subject to and in accordance with the terms and conditions set forth below and in Article 9 of the Lease:

(a) **"Special Form Causes of Loss" Property Insurance.** Property insurance using ISO forms CP0010 and CP1030 (or their equivalent) and including equipment breakdown covering all of Tenant's Property, plate glass and all tenant improvements in the Premises made and paid for by Tenant (including, without limitation, tenant improvements paid for with the Construction Allowance, if any), in an amount equal to the full replacement cost thereof;

(b) **Commercial General Liability Insurance.** Commercial general liability insurance to protect against claims for bodily injury and property damage arising out of premises operations, products, and completed operations, and advertising and personal injury liability, including Dram Shop or host liquor liability (if alcoholic beverages are sold or served in, from or about the Premises), written on an occurrence basis using ISO form CG0001 (or its equivalent) with no amendments to the definition of an insured contract, and including specific coverage for Tenant's security guards, in limits of not less than \$1,000,000.00 inclusive, per occurrence, and \$1,000,000.00 annual aggregate, per location, or such higher limits as Landlord may require from time to time during the Term. The foregoing policy(ies) shall include a waiver of any right of subrogation of the insurers thereunder against Landlord, Landlord's property manager, and all mortgagees of Landlord;

(c) **Employer's Liability Insurance and Workers Compensation.** Employer's Liability insurance, with minimum limits of not less than \$500,000.00, bodily injury each accident, \$500,000.00 bodily injury by disease policy limit, and \$500,000.00 bodily injury by disease each employee, and Worker's Compensation in form and amount as required by applicable law. The policy shall include a waiver of any right of subrogation of the insurers thereunder against Landlord, Landlord's property manager, and all mortgagees of Landlord; and

(d) **Builder's Risk Insurance.** In the event Tenant performs or causes to be performed any repairs, alterations or Tenant's Work in, on or about the Premises and/or the Building, Tenant shall provide or cause to be provided Builder's Risk insurance on a "Special Form" basis (including collapse) using a completed value (non reporting) form for full replacement cost covering all work incorporated in the Premises and/or the Building and all materials and equipment in or about the Premises and/or the Building, off site and in transit. This insurance shall include: (i) interests of the Tenant, Landlord, Landlord's property manager, all mortgagees of Landlord, Tenant's contractor, subcontractors and sub-subcontractors; and (ii) to the extent permitted by applicable law, a mutual release and waiver of subrogation for all parties.

All policies of insurance or certificates thereof, except with respect to workers compensation or professional liability, shall name Landlord, Landlord's property manager, and all mortgagees of Landlord, as additional insureds, as their respective interests may appear. All self-insured retentions and deductible amounts shall be subject to Landlord's prior written approval. Any and all deductibles or co-insurance in the above-described policies or inadequacy of limits for coverage shall be assumed by, for the account of, and at Tenant's sole risk. Tenant shall deliver to Landlord certificates evidencing the required insurance by the Delivery Date in the form attached hereto as Exhibit D-1 ("**Form of Certificate of Insurance**") and incorporated herein by this reference and, with respect to renewals of such policies, not later than 30 days prior to the end of the expiring term. All policies of insurance carried by Tenant shall be primary and non-contributing in the event of any loss or damage with any insurance required to be maintained by Tenant under this Lease. All policies and certificates shall notify Landlord, Landlord's property manager, and all mortgagees of Landlord, in writing, not less than 30 days before any lapse, non-renewal or cancellation, including cancellation for nonpayment of premium, or other termination thereof, and shall include a clause or endorsement denying the insurer any rights of subrogation against Landlord, Landlord's property manager, and all mortgagees of Landlord. Landlord reserves the right to request or receive for review certified copies of any and all insurance policies to which this Lease is applicable. The required coverage and/or limits referred to herein shall in no way affect or limit Tenant's liability with respect to its duties and obligations under this Lease. Landlord may, from time to time, require changes or endorsements to the Tenant's

insurance required herein. If Tenant fails to procure and maintain any insurance policy required by this Lease, Landlord may (but shall not be obligated to) procure said insurance policy on Tenant's behalf, and the cost thereof shall be payable by Tenant as Additional Rent within 10 days of Landlord's written demand.

Tenant shall not knowingly conduct or permit to be conducted in the Premises any activity, or place any equipment in or about the Premises or the Building, which shall invalidate the insurance coverage in effect or increase the rate of insurance on the Premises or the Building, and Tenant shall comply with all requirements and regulations of Landlord's property and liability insurers. If any invalidation of coverage or increase in the rate of insurance occurs or is threatened by any insurance company due to any act or omission by Tenant, or its agents, employees, representatives, or contractors, such statement or threat shall be conclusive evidence that the increase in such rate is due to the act of Tenant, and Tenant shall be liable for the increase and such amount shall be considered Additional Rent payable with the next monthly installment of Minimum Rent due under this Lease. Any casualty insurance carried by either party with respect to the Premises, property contained in the Premises, or occurrences related to the Premises, shall include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Each party, notwithstanding any provision of this Lease to the contrary, waives any right of recovery against the other for injury or loss due to hazards covered by insurance containing such clause or endorsement, to the extent that the injury or loss is covered by such insurance.

EXHIBIT D-1

Form of Certificate of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY)	
PRODUCER Agent / Broker Name & Address		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Tenant's Name & Address		INSURERS AFFORDING COVERAGE INSURER A: Insurance Company Named (AM Best Rating) INSURER B: " INSURER C: " INSURER D: " INSURER E: "			
THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.					
COVERAGES <u>RYDSY01</u> <u>RF</u> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A-E	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liab (If App.) <input checked="" type="checkbox"/> Security Guard (If App.) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	XXXXXXXX	XXXXXX	XXXXXX	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXXXXXX
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ XXXXXXXXXXXX OTHER THAN EA ACC \$ XXXXXXXXXXXX AUTO ONLY AGG \$ XXXXXXXXXXXX
	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> RETENTION \$	XXXXXXXXXX	XXXXXX	XXXXXX	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A-E	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXXXXX	XXXXXX	XXXXXX	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS General Liability per ISO Form CG 0001 or its equivalent. Certificate Holder is a primary, non-contributing additional insured. Waiver of subrogation included. [Deductibles Listed or SIR]					
CERTIFICATE HOLDER Landlord Landlord's Property Manager / Landlords Mortgagees		ADDITIONAL INSURED; INSURER LETTER: _____		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____	

ACORD 25-S (7/97)

For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code.

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