

The Dana Point Condominium Association

BOARD OF DIRECTORS MEETING

**THURSDAY, JULY 25, 2013 AT 6:45 P.M.
1515 E. CENTRAL RD – SOCIAL ROOM**

AGENDA

- I. OPEN FORUM**
- II. CALL TO ORDER**
- III. ROLL CALL**
- IV. APPROVAL OF MINUTES**
 - a) June 27, 2013
- V. TREASURER'S REPORT**
- VI. COMMITTEE REPORT**
- VII. MANAGEMENT REPORT**
- VIII. OLD BUSINESS**
 - a) Fire Alarm Monitoring
- IX. NEW BUSINESS**
 - a) Tuck Pointing
 - b) Seal Coating/Striping
 - c) Engineering/Concrete Headers
 - d) Roof Maintenance
 - e) Telephone Rates
 - f) Generator Maintenance
 - g) Balcony Project Phase 2
 - h) Locked Gas Rate
 - i) Tree Care
- X. EXECUTIVE SESSION (If Necessary)**
- XI. ADJOURNMENT**

DANA POINT CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS MEETING
JUNE 27, 2013
MINUTES

I. **OPEN FORUM** – There were 7 homeowners present.

II. **CALL TO ORDER:** The Board of Directors Meeting was called to order by Angie Simic, President, at 6:46 p.m.

III. **ROLL CALL – DECLARATION OF QUORUM:**

Present: Angie Simic, Janet Nuccio, Raymond Jagodzinski, Jean Dimpfl, Janis Pinkerton, Marilyn Courter, George Pierce, Scott Koch, Carol Guydan, Ross George,

Absent: Paul Johnson

Also present: Lisette Ray, Property Manager, Lieberman Management Services

IV. **APPROVAL OF MINUTES**

A. May 30, 2013

MOTION: A motion was made by JANET NUCCIO and seconded by ROSS GEORGE to adopt the minutes of the May 30, 2013 meeting.

10 YES 0 NO MOTION CARRIED

V. **TREASURER'S REPORT:**

Treasurer, Raymond Jagodzinski, gave the following report:

TOTAL ASSETS: \$709,000.00

TOTAL LIABILITIES: \$427,000.00

TOTAL RESERVES: \$281,000.00

DANA POINT CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS MEETING
JUNE 27, 2013
MINUTES

VI. MANAGEMENT REPORT – items contained under Old and New Business

VII. OLD BUSINESS

AUDIT/REVIEW TAX PREP FOR 2013-2014

I, RAY JAGODZINSKI, move to approve the proposal from Mark Cantey for an audit for 2013 and 2014 in an amount not to exceed \$5,750.00. SECONDED: JANIS PINKERTON

10 YES 0 NO MOTION CARRIED

VIII. NEW BUSINESS

LANDSCAPING

I, ANGIE SIMIC, move to accept the proposal from Brickman for the soil testing at 1615, 1515 and 1415 for a cost of \$80.00. SECONDED: JANIS PINKERTON

0 YES 10 NO MOTION FAILED

I, ANGIE SIMIC, move to accept the proposal from Brickman for the replacement of one dead yew at 1605 #110 for a cost of \$168.37 and to replace four yews at 1615 #104 for a cost not to exceed \$429.58. SECONDED: SCOTT KOCH

10 YES 0 NO MOTION CARRIED

FITNESS EQUIPMENT

This item was tabled at this time.

DANA POINT CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS MEETING
JUNE 27, 2013
MINUTES

THE MEETING WAS ADJOURNED AT 7:10 P.M. FOR EXECUTIVE SESSION

X. EXECUTIVE SESSION *(meeting reopened at 8:00 P.M.)*

VIOLATIONS:

MOTION: I. GEORGE PIERCE, move to ratify the decisions regarding the violations pursuant to the attached list. SECONDED: ROSS GEORGE

YES 0 NO MOTION CARRIED

XI. ADJOURNMENT:

A motion was made by JANIS PINKERTON, and seconded by RAY JAGODZINSKI, and unanimously carried to adjourn the meeting. The meeting was adjourned at 8:30 p.m.

Respectfully submitted,

JANET NUCCIO

Secretary, Dana Point Condominium Board of Directors

June 27, 2013 - Board of Directors Meeting

Please note, an accounting code is used and not the unit address when listed for a violation determination below.

Violation Determinations

- E217 – \$100 fine and submit receipt for smoke remediation
- B118 – no fine for balcony storage violation
- D417 - \$100 fine and removal of non-permitted balcony item
- D121 - \$100 fine for visiting dog, no fine for pet waste in common areas
- E419 - \$100 fine for storage of items in parking space
- E116 - \$100 fine for leaked vehicle fluid in parking space and charge back of any cleaning expenses
- B403 - \$50 fine for unsecured balcony door and request for receipt for door securement
- B103 – Decline of fine waiver for feeding wildlife/pet in common area and odor nuisance
- B214 - \$100 fine with \$25 per day if not removed for decorations mounted in common elements

The following units have complied providing proof of insurance and will not receive a fine:

- A214
- C409
- D364
- D365
- F212

The following units have failed to provide proof of insurance and will incur a \$250 fine after August 1, 2013 if insurance is not received:

- A109
- A414
- B107
- B109
- B403
- B417
- C112
- C404
- D156
- E216
- E313
- E404
- F110
- F403
- F415



Operating Balance Sheet Comparison
The Dana Point Condominium Association (0554)
06/30/2013

ims

lieberman management services

		Current Month	Previous Month	Change
Current Assets:				
Operating Cash				
1050	Operating - MB	124,419	87,287	37,131
1100	Operating - Harris	0	28,291	(28,291)
1110-IC	(Due To) / Due From	117,465	111,030	6,435
1150	Petty Cash Fund	150	150	0
	Total Current Operating Cash	\$ 242,033	\$ 226,758	\$ 15,276
Accounts Receivables				
1310	Accounts Receivable	41,052	46,328	(5,277)
1310-1	Allowance for Doubtful Accounts	(40,300)	(40,300)	0
1312	Other Accounts Receivable	433	0	433
	Total Current Accounts Receivables	\$ 1,185	\$ 6,028	\$ (4,844)
Prepaid Expenses and Deposits				
1630	Auditor Prepaid Insurance	40,697	40,697	0
	Total Prepaid Expenses and Deposits	\$ 40,697	\$ 40,697	\$ 0
	Total Current Assets	\$ 283,915	\$ 273,483	\$ 10,432
Fixed Assets:				
1711	Asset Account	5,077	5,077	0
1751	Accumulated Depreciation	(423)	(423)	0
	Total Fixed Assets	\$ 4,654	\$ 4,654	\$ 0
	Total Assets	\$ 288,569	\$ 278,137	\$ 10,432
LIABILITIES AND EQUITY				
Current Liabilities:				
Accounts Payable and Prepaids				
2100	Accounts Payable	15,256	3,563	11,693
2106	Add'l Accrued Exp	18,450	18,450	0
2107	A/P Bal Fwd -PA	0	(695)	695
2130	Prepaid Assessments	63,634	78,901	(15,267)
2140	Monies Return/Transfer	0	42	(42)
	Total Accounts Payable and Prepaids	\$ 97,340	\$ 100,260	\$ (2,921)
Loans and Deposits				
2351	Security Deposits	5,973	5,973	0

3

Operating Balance Sheet Comparison
The Dana Point Condominium Association (0554)
06/30/2013



lieberman management services

		Current Month	Previous Month	Change
2352	Deposits	520	395	125
2353	Key Deposits	10,344	10,344	0
	Total Current Loans and Deposits	\$ 16,837	\$ 16,712	\$ 125
	Accrued Liabilities			
2530	Accrued Income Taxes	1,588	1,588	0
2601	Deferred Revenue	13,000	13,000	0
	Total Accrued Liabilities	\$ 14,588	\$ 14,588	\$ 0
	Total Current Liabilities	\$ 128,765	\$ 131,560	\$ (2,796)
	Total Liabilities	\$ 128,765	\$ 131,560	\$ (2,796)
	YTD Net Income / (Loss)	45,644	32,417	13,228
3520	Retained Earnings	114,249	114,249	0
3521	Prior Agt Retained Earnings	(89)	(89)	0
	Total Equity	\$ 159,804	\$ 146,576	\$ 13,228
	Total Liability & Equity	\$ 288,569	\$ 278,137	\$ 10,432
	Bank balances \$250K+ aren't FDIC insured			
	Unaudited and subject to review			



Reserve Balance Sheet Comparison
The Dana Point Condominium Association (R554)
06/30/2013

ims
lieberman management services

		Current Month	Previous Month	Change
	Current Assets:			
1110-IC	Operating Cash (Due To) / Due From	(117,465)	(111,030)	(6,435)
	Total Current Operating Cash	\$ (117,465)	\$ (111,030)	\$ (6,435)
1201-MM	Reserved Cash Reserve Money Market Accounts	583,131	542,610	40,521
	Total Current Reserved Cash	\$ 583,131	\$ 542,610	\$ 40,521
	Total Current Assets	\$ 465,666	\$ 431,580	\$ 34,086
	Fixed Assets:			
1710	Asset Account	7,190	7,190	0
1750	Accumulated Depreciation	(1,438)	(1,438)	0
	Total Fixed Assets	\$ 5,752	\$ 5,752	\$ 0
	Total Assets	\$ 471,418	\$ 437,332	\$ 34,086
	LIABILITIES AND EQUITY			
	Current Liabilities:			
	Total Current Liabilities	\$ 0	\$ 0	\$ 0
	Other Liabilities			
2810	Long Term Note Payable	285,650	296,375	(10,725)
	Total Other Liabilities	\$ 285,650	\$ 296,375	\$ (10,725)
	Total Liabilities	\$ 285,650	\$ 296,375	\$ (10,725)
	YTD Net Income / (Loss)	290,858	246,047	44,811
3520	Retained Earnings	(106,110)	(106,110)	0
3521	Prior Agt Retained Earnings	1,020	1,020	0
	Total Equity	\$ 185,768	\$ 140,957	\$ 44,811

7

Reserve Balance Sheet Comparison
The Dana Point Condominium Association (R554)
06/30/2013

ims

lieberman management services

	Current Month	Previous Month	Change
Total Liability & Equity	\$ 471,418	\$ 437,332	\$ 34,086
Bank balances \$250K+ aren't FDIC insured			
Unaudited and subject to review			

8

The Dana Point Condominium Association

MANAGEMENT REPORT

THURSDAY, JULY 25, 2013 AT 6:45 P.M.

OLD BUSINESS

Radio Fire Monitoring

Pages 14 - 20

Action Required -- Please find for Board review and approval, the proposal from Tyco in the amount of \$672 per year for the 4 necessary antennas needed at 1405, 1415, 1505, and 1605 in order to receive an adequate signal for the new radio monitoring system. Until the antennas are in place, the radios cannot be used and the fire panels will remain on the telephone circuit lines. With this additional yearly cost, the radio monitoring will still represent a significant savings to the association with the elimination of the telephone lines.

Motion: I move to approve the proposal from Tyco for the installation and leasing of 4 radio antennas at 1405, 1415, 1505, and 1605 buildings in the amount of \$672 per year for the radio fire alarm monitoring.

NEW BUSINESS

Tuck Pointing

Action Required - Please find enclosed for Board review and approval, the following proposals for tuck-pointing the 11 existing leaks that are causing damage to the units when it rains. Any additional units with tuck-pointing issues will be handled on an emergency basis as 2 more units with leaks have come up since the bidding of these proposals in order to reduce further damage and liability issues. Once all repairs are complete, it will be necessary to begin dry wall repairs on the units affected. A Plus Tuckpointing has been contacted to provide a bid by July 23rd and will be used for any further emergency repairs.

<u>Vendor</u>	<u>Amount Bid</u>	
A Plus Tuckpointing	pending	Tuck point only
Arrow Masonry	\$63,100	Tuck point only

Amount Budgeted: \$40,000/\$40,000 remains in Tuckpointing as of June 30, 2013

Motion #1: I move to accept the proposal from (*Arrow Masonry or A Plus Tuckpointing*) in the amount of (*\$63,100 or amount pending*) to tuck point and repair the building leaks through the masonry.

Seal Coating/Tennis Court Striping

Pages 21 - 24

Action Required - Please find enclosed for Board review and approval, the proposals for the seal coating and crack filling of all emergency lanes. A comparison has been provided.

Tennis court striping is not necessary and should be power washed to remove the debris from the modular tile system. Recommend adding road striping for Central Rd for all stop lines as they are not visible anymore instead.

<u>Vendor</u>	<u>Amount Bid</u>
Dubois Paving	\$5,395
Dubois Paving	\$400 – Stop sign striping on Central
Rabine Paving	\$1,978.80 – power washing tennis court

Amount Budgeted: \$5,000/\$5,000 remains in Concrete Repairs as of June 30, 2013

Motion #1: I move to accept the proposal from Dubois Paving for the sealcoating of all emergency lanes at a cost of \$5,395.

Motion #2: I move to accept the proposal from Dubois Paving in the amount of \$400 to repaint all stop sign lines on Central Rd.

Motion #3: I move to accept/decline the proposal from Rabine Paving for the commercial power washing of the tennis courts in the amount of \$1,978.80.

Engineering – Concrete Headers

Action Required - Please find for Board review and approval, the proposals from the engineers for the structural evaluation and recommendation on the concrete headers that are failing. 1605 B wing is temporarily braced to prevent falling concrete where it is breaking. Phase 1 bid only for evaluation and recommendation at this time. Additional services such as drawing preparations for permit, contract drafting, bidding assistance, and project oversight are additional.

<u>Vendor</u>	<u>Amount Bid</u>	
J. Hersey Architecture	\$1,500	Flat Rate

Reserve Expense – is not budgeted for in operating budget

Motion #1: I move to accept the proposal from J Hershey Architecture in the amount of \$1,500 for the engineering evaluation and report with recommendation for the repair or replacement at 1605 B wing concrete header.

Roof Maintenance

Action Required - Please find for Board review and approval, the following proposals for roof preventative maintenance on all building roofs including canopies and clubhouse.

<u>Vendor</u>	<u>Amount Bid</u>
Barry Roofing	\$13,200
Peterson Roofing	\$10,100

Amount Budgeted \$17,000/\$12,900 remains in Roof Repairs & Supplies as of June 30, 2013

*Does not include any work completed as part of the balcony project

Motion #1: I move to accept the proposal from (*Barry Roofing or Peterson Roofing*) in the amount of (\$13,200 or \$10,100) to complete the yearly preventative maintenance and inspection on all roofs including the canopies and clubhouse.

Telephone Rates

Page 25

Action Required - Please find for Board review and approval, the following proposals for the telephone locked rates on all 24 Association lines for the buildings, office, and pool. A comparison has been included.

Amount Budgeted \$16,148/\$0 remains as of June 30, 2013

Motion #1: I move to accept the proposal from AT&T for all telephone service with unlimited local calling and 250 minutes of included long distance at a rate of \$408 plus all applicable taxes and fees for the term of one year.

Generator Maintenance

Action Required - Please find for Board review and approval, the renewal proposal for the generator maintenance plan with 2 service visits per year on all building generators and the attached addendum as prepared by the attorney. There is no increase in pricing for the renewal term.

Motion #1: I move to accept the proposal from Alternate Power for the bi-annual generator maintenance in the amount of \$400 per generator for the term of one year.

Balcony Phase #2

Pages 26 - 29

Action Required - Please find for Board review and approval, the proposal from Quality Restorations Inc. for the #2 rated balcony repairs (phase #2). The Board gave Postl Yore a total budget of \$150,000 for all services in connection with the balcony repairs.

Motion #1: I move to accept the proposal from Quality Restorations Inc. for the proposed #2 rated balcony repairs not to exceed \$150,000.

Locked Natural Gas Rate

Pages 30 - 36

Action Required - Please find for Board review and approval, the following information regarding the current market statistical program the Association is currently enrolled in. The Board expressed an interest in locking a rate for the gas. Under this program, the Board must provide 12 months of written cancellation prior to ending this program. The Board may lock in the 12 month rate currently at \$.047 per therm. Pricing may fluctuate until locked.

Motion #1: I move to accept the proposal from Integrys Energy to lock the natural gas rate at approximately \$.047 per therm for 12 months and provide the required 12 month cancellation to exit the statistical purchase program.

Tree Care**Pages 37 - 43**

Action Required - Please find for Board review and approval, the following proposals for tree removals and soil/seed for the empty tree rings where no trees will be planted this year.

<u>Vendor</u>	<u>Amount Bid</u>	
Brickman	\$3,265	Includes soil and seed for all removals
The Care of Trees	\$3,300	Removals only
Brickman	\$750	Soil/seed all empty beds

Amount Budgeted \$17,295/\$6,215 remains in Trees & Bushes as of June 30, 2013

Motion #1: I move to accept the proposal from Brickman in the amount of \$3,265 to remove the listed trees and soil/seed the tree beds once removed.

Motion #2: I move to approve the proposal from Brickman in the amount of \$750 to fill in all empty tree beds with soil and seed where no further trees will be planted this year.

STANDARD BUSINESS**Financial Report**

The Financial Statements for June 2013 have been emailed/distributed under separate cover for the Board's review.

Customer Service Report

The Information Request and Work Order Report for June 2013 have been emailed/distributed under separate cover for the Board's review.

Paid Assessment/Intent to Lease**Pages 44 - 46**

Please find for Board review, the following units have requested a Paid Assessment Letter or submitted an "Intent to Lease" form:

- 1515 #265B – Paid Assessment Letter
- 1515 #317B – Intent to Lease
- 1515 #260B – Intent to Lease

EXECUTIVE SESSION**Delinquency Report****Pages 47 - 51**

Enclosed for the Board's review and approval, please find the Delinquency Report dated July 18, 2013 and the write off authorization of two former owners assessments as uncollectable debt.

Legal Report**Pages 52 - 72**

Enclosed for the Board's review, please find the Collection Status Report from the Association's attorney dated, June 18, 2013. All accounts have been reviewed and reconciled with LMS records.

Please also find enclosed the following correspondence regarding legal issues:

- 1515 #151A – Balance Due Letter July 2013
- 1515 #119C – Balance Due Letter July 2013

- 1515 #454A – Balance Due Letter July 2013
- 1605 #121C – Balance Due Letter July 2013
- 1415 #112B – Foreclosure Notice
- 1405 #316B – Foreclosure Notice
- 1615 #112B – 30 Day Demand
- 1415 #103A – Attorney Response to Feral Cat/Violation Fines
- 1515 #360B – Paid In Full
- 1615 #110B – Paid In Full

Homeowner Violations

Pages 73 - 85

Action Required - Please find enclosed for Board review, the following violation summary detailing all violation letters sent and responses received. Upon further review, additional units with no insurance were found and issued violations.

The following units will be receiving a \$250 fine for failing to provide insurance after a August 1, 2013 deadline was given from the last Board Meeting:

- | | | |
|-------------|-------------|-------------|
| • 1405 #109 | • 1505 #112 | • 1605 #404 |
| • 1415 #107 | • 1505 #404 | • 1615 #403 |
| • 1415 #109 | • 1505 #156 | |
| • 1415 #103 | • 1605 #313 | |

Homeowner Requests/Responses

Pages 86 – 106

Action Required – Enclosed for the Board's review and advisement, please find the following disputes/requests from Homeowners:

- 1515 #417 – Response to Violation Fine (Fire Pit)
- 1515 #417 – Fire Pit Removal from table
- 1515 #417 – Leak Request (tuckpointing)
- 1605 #421 – Leak Request (tuckpointing)
- 1415 #207 – Late Fee Waiver Request
- 1605 #107 – Reimbursement Request *Rental Unit* (locksmith)
- 1605 #217 – Smoking Violation Fine Response
- 1515 #322 – Late Fee Waiver Request
- 1515 #260 – Reimbursement Request (plumber)
- 1415 #301 – Account Dispute of \$150 repair charge
- 1615 #115 – Landscaping Request (mulch)
- 1605 #213 – Tax Appeal Request to Opt Out
- 1405 #203 – Garage Cleaning Request
- 1605 #419 – Violation Fee Waiver Request

Respectfully Submitted,

LIEBERMAN MANAGEMENT SERVICES, as agent

Lisette Ray
Property Manager



COMMERCIAL SALES AGREEMENT

TOWN NO. 0332-CHICAGO NORTH
CUSTOMER NO.
JOB NO. 06
PO NO.
ESTIMATE NO. 1-S8P1P0

DATE: 7/9/2013

Tyco Integrated Security LLC ("Tyco")

Michael Marsh
2010 Swift Drive,
Oak Brook, IL 60523-1545
Tele. No. (773) 905-3857

Dana Point Condominiums
d/b/a:
("Customer")
Customer Billing Information
1519 E Central Rd,
Arlington Heights, IL 60005
Attn:
Tele. No.

Customer Premises Served
Multiple Locations (See Schedule of Locations and Charges
Below),
Arlington Heights, IL 60005
Attn:
Tele. No. (847) 228-5176

This Commercial Sales Agreement is between Customer and Tyco effective as of the date signed by Customer. By entering into this Agreement, Tyco and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work / Schedule(s) of Protection
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES: Customer agrees to pay the Sum of **\$ 0.00** ("Installation Charge") with **\$ 0.00** payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. Tyco may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Tyco's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Tyco and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of **\$ 672.00** per annum (the "Annual Service Charge"), payable in advance plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Tyco the installation Charge and Fees in full, Customer grants to Tyco a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Tyco shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Tyco related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other charges relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Tyco relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Tyco and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Tyco, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Tyco and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such charges/additions must be authorized in a writing signed by both the Customer and Tyco. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Tyco has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Tyco at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Tyco to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A TYCO AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND TYCO'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

TYCO INTEGRATED SECURITY LLC

CUSTOMER: _____

Presented by: _____
(Signature of Tyco Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Michael Marsh
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0332-CHICAGO
NORTH

CUSTOMER NO.

JOB NO.
06

PO NO.

ESTIMATE NO.
1-S8P1P0

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Tyco agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Tyco Owned - Tyco may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Tyco to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Quality Service Plan(QSP)/Maintenance; Preventive Maintenance/Inspection:

Additional Services:

Fire Alarm (Other) Monitoring PROVIDED

No Service Selected

No Service Selected

No Service Selected

Maintenance Quality Service Plan PROVIDED Inspections NOT PROVIDED

Transmission - Radio Frequency

C. Equipment to be Installed ("Equipment"): Tyco will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Tyco at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Tyco Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	High Gain Antenna	
4	Regular Labor	
1	1605 E Central, \$168 Annually	
1	1405 E Central, \$168 Annually	
1	1415 E Central, \$168 Annually	
1	1505 E Central, \$168 Annually	

D. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: na

System Operation: AES radio to Arlington Heights / NWCD, contact Lisette to schedule

Programming Info: na

Site Conditions: na

Existing Equipment: na

Customer Expectations: na

Training Expectations: na

General Comments: na

Customer Responsibilities / Tyco Exclusions: na

Documentation Needs: na

Contract Notes -

Description

Muni pricing.

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Tyco agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Tyco's alarm monitoring center ("CMC"), Tyco will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Tyco's CMC, Tyco at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Tyco shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Tyco's CMC, Tyco will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Tyco's CMC, then Tyco may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Tyco fails to contact Customer or someone on Customer's ECL or, if Tyco questions the response received upon such contact, then Tyco will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Tyco will, for an alarm that requires Police response, endeavor to dispatch a Tyco Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Tyco will endeavor to notify the appropriate Police Department. TYCO WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Tyco will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Tyco, Tyco will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Tyco will endeavor to contact such persons before Tyco endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Tyco's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Tyco may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Tyco's CMC; and/or other similar measures employed by Tyco periodically in Tyco's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Tyco, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Tyco's CMC, Tyco will not respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Tyco. Tyco does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Tyco approved cellular back-up service, alarm signals may be transmitted to Tyco's CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Tyco's ability to provide Service under this Agreement, Tyco may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Tyco's CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Tyco will provide such connection at Customer's request and expense. (c) General. TYCO'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. TYCO'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES. IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR TYCO'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT TYCO WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER TYCO'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO TYCO'S CMC. IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, TYCO WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT TYCO RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN TYCO WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO TYCO AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC. TYCO WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT TYCO MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF TYCO. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service. 1. Quality Service Plan ("QSP")/Maintenance. (a) If QSP Service is purchased, Tyco will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to a Covered System made by Customer, or made necessary by damage to the premises or to a Covered System, or to any cause beyond the control of Tyco, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of an alarm control panel. (b) The following are not covered under QSP and any requested service will be provided on a time and materials basis: (1) window film, (2) security screens, (3) any exterior mounted devices, (4) Programmable Read Only Memory "PROM", (5) batteries, and (6) "Conditions" not covered by warranty shown below. (c) Tyco's obligation to perform QSP Service relates solely to the Covered System(s) and Tyco shall not be obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not covered under QSP. Tyco is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot. (d) If Customer does not purchase QSP before the expiration of the System Warranty, Tyco will provide QSP Service only after inspecting the System to be covered and making any necessary repairs or replacements to bring the System in compliance with Tyco's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor

and/or materials for such work at Tyco's then applicable rates. (e) QSP Service will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. Tyco's obligation to provide QSP Service is conditioned upon the continued availability of system component(s) and parts from the original equipment manufacturer ("OEM"). 2. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Tyco will provide the number of inspections/tests on the Covered System(s) as specified in this Agreement. Such T/I Services will be furnished between 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.5.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.5.9. Unattended Delivery - Live Video Monitoring of Process. Intentionally left blank - Services have not been purchased.

A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.7. DataSource Service. Intentionally left blank - Services have not been purchased.

A.8. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.9. Hosted Access. Intentionally left blank - Services have not been purchased.

A.10. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.11. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.12. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Tyco will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. For a "Direct Sale," any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in Tyco's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP in this Agreement.

2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Tyco or from parts, accessories, attachments or other devices not furnished by Tyco; (b) Customer's failure to properly follow operating instructions provided by Tyco; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of Telecom Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls Tyco for service under the Warranty and Tyco's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, Tyco may bill Customer for the service call whether or not Tyco actually works on the System. If repairs are required due to one of the above "Conditions," Tyco will charge Customer for such work on a time and materials basis at Tyco's then applicable rates for labor and materials.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING TYCO'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. TYCO WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY TYCO OR NEGLIGENCE OF TYCO OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by Tyco under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Tyco prior to setting the alarm system for closed periods and must notify Tyco promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIATING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO TYCO'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); TYCO HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE TYCO CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD TYCO HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL TYCO RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Tyco for any applicable charges or fees. 5. Training Services. Tyco provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Tyco's then current rate. 6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Tyco shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank - no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank - covered system is not installed in NYC

D. Electronic Media; Personal Information. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Tyco all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in

Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with Tyco), use, disclose and transfer such personal information; and (c) authorize Tyco to use such personal information to administer the relationship between Customer and Tyco, including the administration of this Agreement. Customer acknowledges and agrees that Tyco may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Tyco is not an insurer. The amounts Tyco charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Tyco's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. TYCO MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Tyco does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Tyco. Insurance, if any, covering such risk shall be obtained by Customer. Tyco shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Tyco to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Tyco arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Tyco is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Tyco's failure to perform any of its obligations under this Agreement. If Customer requests, Tyco may assume greater liability by attaching a Rider to this Agreement stating the extent of Tyco's additional liability and the additional charges Customer will pay for Tyco's assumption of such greater liability. However, such additional charges are not insurance premiums and Tyco is not an insurer even if it enters into such a Rider. 4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Tyco's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Tyco, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Tyco in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Tyco harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Tyco or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year. 6. The provisions of this Section E shall apply to and benefit Tyco and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Tyco is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Tyco's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due shall give Tyco, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Tyco's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on Tyco performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Tyco, Tyco may terminate this Agreement and discontinue any Service(s) if (a) Tyco's CMC is substantially damaged by fire or catastrophe or if Tyco is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Tyco's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Tyco's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Tyco results in an undue number of false alarms or System malfunction; (d) in Tyco's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Tyco is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Tyco will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Tyco will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Tyco, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Tyco's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Tyco.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND TYCO BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Tyco's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Tyco and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Tyco supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Tyco will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Tyco harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Tyco as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Tyco maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Tyco will not be required to provide a waiver of subrogation in favor of any party, nor will Tyco be required to designate any party as a statutory employer for any purposes. 6. Tyco Brand. Without exception, Tyco-branded Signage, including yard signs, window stickers and warning signs will remain the property of Tyco and may be removed by Tyco at any time. Customer's right to display Tyco-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Tyco is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Tyco and/or Tyco's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Tyco and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Tyco will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Tyco specifications for access control system operation. Tyco shall not be responsible for the setup, operation, or maintenance of the Network or Network performance.

or compatibility issues. Tyco may assess additional charges, if Tyco is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Tyco represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. TYCO ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF TYCO. TYCO WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL TYCO BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Tyco first being obtained. Tyco shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 5520 Lake Otis Pkwy., Anchorage, AK 99507; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600; AZ ROC109396-C12; ROC109402-L67; CA ACO4227, PPO12949, 707408; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DC 39703010; FL EF0001121, -0950, -1123, -0478, EF20000341, -0413, EG0000164; GA LVA205374, -205386, -002833, -001438, -003379, -004452, -205572, LU001160; HI C27996; IL 127-000364; MA 45-C; MI A-0639, 3601202182 - 4182 Pier North Dr. Ste. D, Flint, MI 48504; MN TS00021; NC 846-CSA-Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste. 104, Raleigh, 27609 (919) 875-3611; NM 056126; NV 0040091, 1338; NY 12000025576, Licensed by NYS Dept. of State; OH 16782, 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; OK 00067; OR 59944; PA Pennsylvania Home Improvement Contractor Registration Number: PA10083; RI AFC0126; 18004; TN ACC-216, -241, -255, -773, -173, -937, -294, -748, -511, -934, -1227; TX B00536-140 Heimer Rd. Ste. 100, San Antonio, TX 78232 - Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 297869-6501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSESIO3205, 11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. MS 15005633

Additional information is available at www.tycois.com or by calling 1-800-2TYCOIS. FL: EF0001121.

©2012 TYCO. All rights reserved.

COMMERCIAL SALES AGREEMENT

TOWN NO.
0332-CHICAGO
NORTH

CUSTOMER NO.

JOB NO.
06

PO NO.

ESTIMATE NO.
1-S8P1P0

ADDITIONAL TERMS AND CONDITIONS

Tyco Integrated Security LLC ("Tyco")

Michael Marsh
2010 Swift Drive,
Oak Brook, IL 60523-1545
Tele. No. (773) 905-3857

Dana Point Condominiums
d/b/a:
("Customer")
Customer Billing Information
1519 E Central Rd,
Arlington Heights, IL 60005
Attn:
Tele. No.

DATE: 7/9/2013

Customer Premises Served
Multiple Locations (See Schedule of Locations and Charges
Below),
Arlington Heights, IL 60005
Attn:
Tele. No. (847) 228-5176

Notwithstanding anything in the Agreement to the contrary, Tyco and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED SECURITY LLC

Presented by: _____
(Signature of Tyco Sales Representative)

Sales Agent: Michael Marsh
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

Sealcoating/Crack Fill Comparison

7/10/2013

	DuBois Paving	J&J Pavement Repairs	Rabine Paving	TJ Seal Kare
Approximate measurement of crack fill	1,000 linear feet	1000 linear feet	1000 linear feet	978 linear feet
Method of Crackfill	hot rubberized crackfiller	hot rubberized crack filler - no routing of cracks	routed out and then filled with Sealmaster Crackmaster fill	routed out and filled with hot rubberized crackfiller
Price for Crackfill	\$ 900	included	\$ 750	\$ 684
Approximate measurement of sealcoating lanes	59,929 sq. feet	75,000 sq. feet	67,189 sq. feet	67,189 sq. feet
Method of sealcoating lanes	hand brushed coal tar sealer with 2-4 lbs of sand per gallon	hand brushed coal tar emulsion with 3lbs of silica sand mixed per gallon	coal tar concentrated sealer with 2-3 lbs sand mixed	Coal tar emulsion with 2-4 lbs. of sand per gallon
Price for sealcoating	\$ 4,494.68	\$ 6,100	\$ 5,028.43	\$ 5,207.15
Total Price	\$ 5,395	\$ 6,100	\$ 5,778.43	\$ 5,891.75
Warranty on work & material	1 year	1 year	1 year	1 year

Notes:	Replaced paths in early 90's, stands by measurements and provided breakdown of emergency lane lengths since all others were higher	Completed site measurement of lanes	Completed site measurement of lanes
--------	------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------	-------------------------------------

900 National Parkway Suite 260
Schaumburg, IL 60173
PHONE(847) 995-0555 FAX (847) 995-1033

Company: Lieberman Management Services
Address: 25 Northwest Point Blvd. Ste 330
Elk Grove Village, IL 60007
Attn: Lisette Ray
E-Mail: lrav@lmsnet.com

Date: 7/15/2013
Phone: 847-228-5176
Fax: 847-228-5190
Job Name: Dana Point Condo Association
Job Location: 1519 E Central Road
Job Location: Arlington Heights, IL 60005

FOR FURNISHING THE NECESSARY LABOR, MATERIAL AND EQUIPMENT TO COMPLETE THE FOLLOWING:

POWERWASH MODULAR TENNIS COURTS

> Power wash each court cleaning debris and dirt from existing tennis court surface

<u>Quantity</u>	<u>U/M</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
3	LF	Power Wash Tennis Courts	\$ 680.00	\$ 2,040.00
		IGC Discount	\$ 61.20	\$ 61.20
		TOTAL PROJECT COST		\$ 1,978.80

Rabine Paving self performs all contracted work, this is not true with all local paving contractors.

The undersigned by entering this agreement acknowledges and agrees to the attached terms and conditions on pages (2) and hereby incorporates them into contract agreement.

All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond Rabine Paving's control. Owner to carry fire, tornado and other necessary insurance. Rabine Paving's workers are fully covered by Workman's Compensation Insurance.

Authorized

Signature

Russell Thomason

Russell Thomason

Mobile #: 815-703-9882

NOTE:

This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Rabine Paving is authorized by Owner/Contractor to do the work as specified. Payment will be made to Rabine Paving by Owner/Contractor as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Owner/Contractor: _____

Date of Acceptance: _____

Signature: _____

PROPOSAL TERMS AND CONDITIONS

If for any reason beyond Rabine Paving's control, the Work cannot be completed by 09/01/13, Rabine Paving reserves the right to adjust the terms of this agreement.

Prior to commencement of work, Rabine Paving project management staff will communicate with owner's agent or management and agree to project schedule for each phase. This will include joint project communication with respect to safety, traffic control anticipated schedule, pre-construction meetings via direct contact, phone communication and written documentation.

Prior to acceptance of working agreement, due to rising material costs, any additional increase in material pricing between date of proposal and the starting date of construction is subject to an escalation clause. This escalation clause obligates the owner/general contractor to pay for any cost increases including taxes and 10% markup on material.

Rabine Paving will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Rabine Paving advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Rabine Paving harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

This proposal includes 1 mobilization(s) onto the job for each phase of the work (i.e., Grading, paving, etc). If Rabine Paving required to mobilize more than 1 time(s) per job phase due to the acts or omissions of Owner/Contractor, the charge for such additional mobilizations shall be \$ 1,500.00 per mobilization.

Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If Rabine Paving is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Rabine Paving commencing any of the Work before any others have completed their work.

In order to meet any agreed upon completion date, Rabine Paving must receive a 10 day advance notice to proceed plus the total number of working days required to complete the work under normal conditions.

Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay Rabine Paving an extra charge over and above the contract price for performance of the requested change order.

Prior to Rabine Paving beginning Work under this agreement, Owner/Contractor shall provide evidence to Rabine Paving that Owner/Contractor has made financial arrangements acceptable to Rabine Paving to fulfill its obligations under this agreement.

Owner/Contractor shall provide Rabine Group with a signed copy of Rabine Paving's credit application, once this proposal is accepted. The credit application must be completely filled out. All information gathered in the credit process will be kept in strict confidence.

Owner/Contractor shall provide Rabine Paving with a legal description, project address and county of work prior to agreement and processing of contract documents. This information has the sole purpose for use in the event of necessary collection measures and processing of lien documentation.

If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Rabine Paving reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If Owner/Contractor directs construction with less than a minimum grade of 1%, it is understood that waterponding may occur and that no warranty attaches to the Work as to satisfactory surface drainage. Rabine Paving is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

No materials will be placed on a wet, unstable, or frozen sub grade. A suitable sub grade shall be furnished to Rabine Paving as a condition precedent to any performance of any Work required under this agreement. All sub grade must be rough graded by Owner/Contractor to within +/- 0.10'.

When resurfacing concrete, brick or asphalt pavements Rabine Paving is not responsible for the reproduction of cracks or expansion joints which may occur.

If during the course of construction activities, Rabine Paving is required to travel across existing concrete or asphalt pavements, Rabine Paving is not liable for damage done with trucks delivering or removing materials or equipment to or from the project location to the existing pavements.

Owner/Contractor, at its sole expense, shall comply and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

If any amount due under this contract is not paid when due, referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or actions shall be necessary, Owner/Contractor agrees to pay for all attorney's fees, costs and expenses incurred by Rabine Paving in connection with collecting that month. Any legal action with respect to this Proposal shall be brought in the Circuit court of McHenry County, Illinois and the parties agree to submit to venue in McHenry County, Illinois.

Rabine Paving proposes to furnish material and labor - complete in accordance with above specifications and prices. Rabine

Paving is entitled to final payment upon substantial completion of the Work" required herein. Terms of payment shall be net 30 days from date of invoice. A 1.5% per month service charge shall be charged for all outstanding balances.



Telephone Rates=24 lines

7/18/2013

One year rate comparison

Current Provider				
	Call One - 1 year	AT&T	Call One	Clear Rate
Rate per line	\$ 28.70	\$ 17.00	\$ 36.90	\$ 21.45
Monthly rate	\$ 688.80	\$ 408.00	\$ 885.60	\$ 429.00
Access Charge	\$ 166.80	\$ 113.28	\$ 166.80	\$ 34.24
Caller ID with Name	\$ 26.25	Included	\$ 33.75	Included
Call Forward for office	\$ 24.61	\$ 36.00	\$ 31.64	Included
Non-Published Number	\$ 14.70	Included	\$ 18.90	\$ 35.00
Local	All minutes charged	Unlimited	All minutes charged	Unlimited=non-office
Band A (0-8 miles)	\$.017/minute	Unlimited	\$.012/minute	\$.25/minute in office
Band B (8-15 miles)	\$.022/minute	Unlimited	\$.024/minute	\$.25/minute in office
Band C (over 15 miles)	\$.026/minute	Long Distance rate	\$.029/minute	\$.25/minute in office
Long Distance	varied by distance	includes 250 min. Additional \$.06/min.	\$.029/minute	all minutes charged at \$.049/minute
Fees	\$ 45.50	-	\$ 46.50	\$ 111.18
Approx. Monthly Cost	\$966.66 + minutes	\$557.28 + overage	\$1183.19 + minutes	\$610.04 + minutes
Notes:	Does not include governmental tax	Does not include governmental tax	Does not include governmental tax	Does not include governmental tax

23

Section 00 41 13

BID FORM

Date: **JULY 10, 2013**

Submitted by:

(Name) **QUALITY RESTORATIONS, INC.**
(Address) **356 TIOGA TRAIL**
WOOD DALE, IL 60191
(Phone) **630-595-0990** (Fax) **630-595-2037**
(E-mail) **QUALITY01@AOL.COM**

To: Dana Point Condominium Association
c/o Lisette Ray – Property Manager
1519 E. Central Road
Arlington Heights, IL 60005

and Postl-Yore and Associates
2100 Golf Road, Suite 230
Rolling Meadows, IL 60008
Attn: Margaret Pinkous

Project: **Balcony Repairs - 2013**
Dana Point
Arlington Heights, Illinois

1.01 OFFER

- A. Having examined the place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Postl – Yore and Associates, Inc., for the above referenced project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the amounts as listed on the following page. All applicable federal, state, and local taxes are included.

26

B. The intent of the Contract is to have one Contractor do the Work covered in the Project Manual and the Drawings. The Association has determined a specific budget sum to cover these Unit Cost Repairs. Contractor agrees to verify all quantities and amounts with the Architect to determine monthly pay-out and billing.

C. Costs of Repairs:

Section	#	Item	Scope	Unit	Unit Cost
03 01 30	A	Concrete Repairs	Shallow concrete repair – up to 1” deep.	Per square foot	\$ 45.00
03 01 30	B	Concrete Repairs	Deep concrete repair – More than 1” up to 3” deep.	Per square foot	\$ 70.00
03 01 30	C	Concrete Repairs	Full depth balcony slab concrete repair.	Per square foot	\$ 110.00
03 30 00	D	Concrete Repairs	Full depth roof slab concrete repair/replacement	Per square foot	(Roof repairs by others) \$ 350.00
03 01 30 03 30 00	D	Additional Steel Reinforcing Bars	Installing additional re-bar at concrete patch areas - #4 bars	Per lineal foot	\$ 10.00
03 01 30 03 30 00	E	Additional Steel Reinforcing Bars	Installing additional re-bar at concrete patch areas - #5 bars	Per lineal foot	\$ 12.00
Detail 6/A0.3	F	Repair of Railing Posts	Identification and repair of deteriorated railing posts.	Each railing post	\$ 500.00
07 18 00	G	Traffic Coatings	Installation of Sonneborn Sonoguard Pedestrian system to balcony/closet floors. Including all preparation.	Each balcony/closets	\$ 1,000.00
07 90 00 (03 01 30)	H	Joint Sealers (<i>see also Concrete repairs</i>)	Routing and caulking of concrete patch areas and cracks	Per lineal foot	\$ 12.00
09 91 00	I	Priming and Painting of concrete surfaces.	Priming and painting of concrete balcony undersides and roof overhang undersides using <i>Glidden Stucco and Masonry Exterior Latex Flat</i> paint/primer	Per square foot.	\$ 10.00
09 91 00 <i>ALTERNATE</i>	J	Priming and Painting of concrete surfaces.	Priming and painting of concrete balcony undersides and roof overhang undersides using <i>Sonneborn Parkcoat</i>	Per square foot.	\$ 15.00
	K	General Conditions	Mobilization, equipment, protection devices, permit fees, overhead and profit.		\$ 20,000.00

* PLEASE NOTE: Unit prices may be adjusted upon quantities and concentration of work

27

D. **Alternate – Bonds:**

Furnish Performance and Labor and Material Payment bonds to cover \$150,000.00	\$ 2,100.00
--------------------------------------------------------------------------------------	-------------

1.02 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty (60) days from the bid due date.
- B. If this bid is accepted by the Owner within the time period stated above, we will:
1. Execute the Agreement within ten days of receipt from Owner.
 2. Furnish any required bonds within ten days of receipt of the Agreement.
 3. Commence work within thirty days after written notification of acceptance of this bid.

1.03 APPENDICES

- A. A list of Subcontractors is appended hereto and identified as "Appendix A".

1.04 ADDENDA

- A. The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum #Dated

Addendum #Dated

28

1.05 BID FORM SIGNATURE(S)

The Corporate Seal of

QUALITY RESTORATIONS, INC.

(Bidding Company – please print)

was hereunto affixed in the presence of:

ROBERT JOYCE

PRESIDENT

Authorized signing officer

Title

BID FORM – APPENDIX A

This is the list of Subcontractors referred to in Article 1.03 of the Bid Form submitted by:

(Bidder) **QUALITY RESTORATIONS, INC.**

dated **JULY 10, 2013** and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

TYPE OF WORK

SUBCONTRACTOR

.....
.....
.....
.....
.....
.....
.....
.....
.....

END OF SECTION

29

Date:

To: Integrys Energy Services – Natural Gas,
LLC ("Seller")

From: Dana Pointe Condominium
Association ("Buyer")

Fax #:

Address: 1519 E Central Rd
Arlington Heights, IL 60005

Attn:

Fax #:

FIXED PRICE REQUEST

Attached to and made part of the

(Select One)

☐ Master Retail Gas Sales Agreement ☒ Retail Gas Sales Agreement (Abridged) ☐ Natural Gas Agreement ☐ Base
Contract for Sale and Purchase of Natural Gas (NAESB) dated July 18, 2013 between Seller and Buyer ("Agreement").

Buyer hereby requests to convert the price of its:

(Select One)

☐ Commodity component

☐ Basis component (or Transportation Component)

☒ City gate delivered Price (including both price components)

to a fixed price as detailed below.

Applicable Utility(ies): NICOR

Delivery Month, Quantity (in the unit indicated) and fixed price are shown in the table below:

Delivery Month/Year	Fixed Quantity <input type="checkbox"/> Dekatherms <input checked="" type="checkbox"/> Therms	Price	Delivery Month/Year	Fixed Quantity <input type="checkbox"/> Dekatherms <input checked="" type="checkbox"/> Therms	Price
Aug 13	6860	\$0.4732	Feb 14	12580	\$0.4732
Sep 13	7030	\$0.4732	Mar 14	10450	\$0.4732
Oct 13	8530	\$0.4732	Apr 14	10060	\$0.4732
Nov 13	8830	\$0.4732	May 14	8700	\$0.4732
Dec 13	10110	\$0.4732	Jun 14	7670	\$0.4732
Jan 14	12240	\$0.4732	Jul 14	7600	\$0.4732

"NYM LDS" mean NYMEX Last Day Settle.

Fixed Price Request Expiration: (enter month, day, year and time, if applicable). If no expiration is noted then the request will remain active until cancelled by Buyer in writing.

☐ (Check if applicable) See Attachment A for list of facilities that this Fixed Price Request applies to.

Buyer's Offer. The undersigned acknowledges that Buyer's submission of this Fixed Price Request is an offer to Seller. This Fixed Price Request is not a commitment by Seller to fix the price(s) as requested unless or until a Transaction Confirmation or Confirmation Amendment indicating Seller's agreement to price, term, quantity and any special conditions is provided by Seller to Buyer.

Extending Delivery Period. Buyer acknowledges that if a price is agreed upon for a Delivery Month that occurs beyond the end of the Delivery Period identified in the underlying Confirmation or Exhibit A (as applicable), then the Delivery Period shall be deemed extended to the end of the last Delivery Month for which a price component is confirmed.

Buyer: Dana Pointe Condominium Association

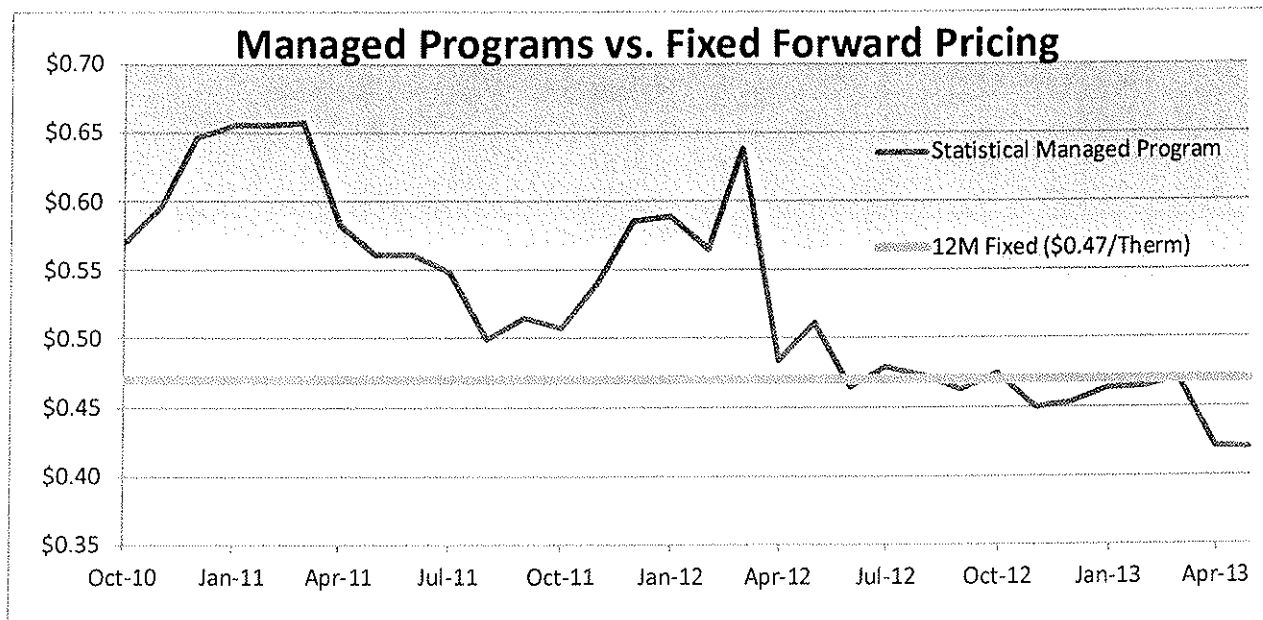
By: (signature) _____

Printed Name: _____

Title of Signator: _____

30

Natural Gas Update for Dana Point Condominiums



PRODUCT OVERVIEW: Statistical Managed Program

- This program is a rolling 12-month commitment during which Integrus uses a defined statistical model to analyze the market versus historical pricing trends.
- Based on this they determine when and how much gas to lock in eventually hedging 85% of the volumes for each month.
- The goal is to reduce volatility over the long term and minimize complicated true-ups

PRICING OVERVIEW:

- Currently 85% through November 2013 and 50% through March of 2014 are already locked in
- Expected price for those volumes is in the low to mid \$.40's but market prices are rising (remaining 15%)
- Every \$.01 per therm is approximately \$1,100 in annual budget

Options:

- 1) Remain on the Statistical Maged Program.
 - a) The current volumes locked in are lower than market
 - b) If you think the market will move up and down but on the whole trend upward than this is the best option.
- 2) Lock the remaining volumes for 12 or 24 months.
 - a) \$.47 is historically quite low and close to the current actual price.
 - b) Nonnally you would expect to lock in at a rate at least 7-10 cents higher than todays price.
 - c) If you think that the market will steadily head up with not much room to the low side than it makes sense to lock everything now.

Calvin Cornish :: Sr. Strategic Energy Advisor

ccornish@naniaenergy.com

Cell: 630.800.9448

Nania Energy is an exclusive agent of Integrus Energy Services.

**RETAIL GAS SALES AGREEMENT**

IntegrYS Energy Services – Natural Gas, LLC, a Delaware limited liability company, (hereinafter referred to as the "Seller") and Dana Pointe Condominium Association (hereinafter referred to as the "Buyer"), each a "Party" and collectively "Parties", agree as of July 18, 2013 to the terms of this Retail Gas Sales Agreement (the "Agreement"). Buyer and Seller agree as follows:

1. **Price, Delivery Period and Quantity.** For the Delivery Period and with respect to the account numbers identified below (the "Accounts"), Seller agrees to sell and schedule for delivery to Buyer and Buyer agrees to purchase and receive from Seller at the Delivery Point the Quantity of Gas set forth in **Therms** in the table that follows:

Month/Yr	Quantity	Month/Yr	Quantity
Aug	6860	Feb	12580
Sep	7030	Mar	10450
Oct	8530	Apr	10060
Nov	8830	May	8700
Dec	10110	Jun	7670
Jan	12240	Jul	7600

The **Delivery Period** shall begin on the later of (i) the day after the first meter read in August 2013 (ii) the acceptance by the Utility of Seller as Buyer's gas supplier, and continue for a period of twelve (12) months. The **Price for the Quantity and Delivery Period** is **Index plus \$0.03 per therm**. "**Index**" shall mean the price per dekatherm listed in NGI's Bidweek Survey, published by Natural Gas Intelligence for the applicable month, under the column titled 'avg', for volumes delivered to 'Chicago Citygate' converted to therms. In the event that the quantity of natural gas that can be delivered to Buyer (without the Utility assessing Imbalance Charges or Cashout) is less than the Quantity identified herein for the relevant period, Buyer shall remain liable for the entire Quantity it agreed to purchase, however, Seller will provide a credit at the Following Month's Index minus \$0.015 per therm for that portion of the purchased Quantity that is not delivered. In the event that Buyer's expected Use will exceed the Quantity of gas set forth above, and/or available to Buyer without incurring Imbalance Charges, for the relevant period, Seller will use commercially reasonable efforts to provide incremental supply, plus Fuel (if applicable) at prevailing market rates. Credits for reductions in delivered quantity and/or charges for incremental supply shall appear as separate line items on Seller's invoice to Buyer, including applicable price and quantity. "**Cashout**" shall mean the process used by a Utility (or Seller as applicable) to purchase, sell, or trade natural gas at the end of any day, month, or delivery period, as applicable, for the purpose of balancing receipts and deliveries for a specified day, month, or delivery period. "**Imbalance Charges**" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Utility for failure to satisfy the Utility's balance and/or nomination requirements. "**Following Month's Index**" means the Index as defined above for the month following the relevant delivery month.

1.1 **Converting to a Fixed Price.** Buyer and Seller may from time to time agree in writing to fix its Price at the Delivery Point. To establish a fixed Price, Buyer shall submit a written, signed Fixed Price Request to Seller, which must identify (i) that Buyer seeks to fix its 'City gate delivered Price', (ii) the term, quantity, price, (iii) the full name, title and company of the individual authorizing the

purchase The Fixed Price Request should be sent via fax to the fax number below, or by electronic mail to amil@integrYSenergy.com. If Seller agrees to sell Gas priced as requested by Buyer, then Seller will return a Transaction Confirmation. Only terms confirmed in a Transaction Confirmation shall be binding on the Parties. Gas priced in this manner shall be considered to be the first Gas through the meter. Buyer and Seller agree that Fixed Price Requests may be submitted via facsimile or electronically and that each so submitted that contain all of the terms required under this Section 1.1 shall be deemed a writing. Neither Buyer nor Seller shall contest the enforceability of a Fixed Price Request on the grounds that it is an electronic or facsimile form.

1.2 **"Delivery Point"** and "Utility" means NICOR Gas. Title to the gas shall pass from Seller to Buyer at the Delivery Point. Purchases and sales will be on a **Firm** basis, such that either Party may interrupt its performance only if such performance is prevented by an event of Force Majeure. Seller shall have responsibility for and assume any liability with respect to claims arising prior to the delivery of natural gas to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to claims arising from or related to the delivery of natural gas at and after the Delivery Point(s).

1.3 **Term and Extended Delivery Period:**

1.3.1 **Term:** This Agreement is effective for the Delivery Period as it may be extended or renewed as described below.

1.3.2 **Extended Delivery Period:** Should the Parties agree to a fixed price for any pricing component for a delivery month (or billing cycle, as applicable) that occurs after the current Delivery Period, then the Delivery Period of this Confirmation shall be extended to the latest occurring delivery month (or billing cycle, as applicable) with a fixed price or fixed price component.

1.4 **Renewal:** The Parties agree that this Agreement shall automatically renew for successive twelve (12) month periods (each constituting a Renewal Delivery Period) unless written notice pursuant to Section 10 of the Agreement terminating the Agreement at the end of a Delivery Period is given by either Party sixty (60) days prior to the end of the Delivery Period. The Quantity during any Renewal Delivery Period shall be the Contract Quantity stated in the table above for the respective month. The Price for the Quantity delivered during any Renewal Delivery Period shall be Index plus \$0.03. All other terms of this Agreement shall remain unchanged.

1.5 **Balancing:** Buyer and Seller shall use commercially reasonable efforts to provide each other with sufficient notice to allow timely and accurate nominations in accordance with the nomination requirements of that Utility, as they may change from time to time due to Constraint Day requirements or otherwise. Buyer accepts the following responsibilities: Buyer hereby appoints Seller as its agent for the purposes of balancing, including the receipt of current and historic Usage, storage, billing and transportation data from Utility. Buyer agrees to assist Seller in the timely collection of data directly and through Utility, notify Seller of usage expectations and any material changes to those usage expectations, and comply with any Daily Limitations concerning use. If Usage data is unavailable electronically, Buyer shall obtain usage

32

data manually and deliver that information weekly via facsimile or electronic mail, or as requested by Seller. Seller shall use commercially reasonable effort to keep Buyer within the balancing parameters established by Utility. Seller shall pass through to Buyer and Buyer shall pay for any Imbalance Charges and/or Cashout resulting from Buyer's failure to (i) fulfill its obligations set forth in 1.5, (ii) maintain telemetry if applicable, and/or (iii) meet Daily Limitations with respect to Use. If applicable, Buyer's prorata share of Utility pooling fees assessed Seller by Utility will be passed through to and paid by Buyer. Telemetry Obligations. If telemetry is required by the Utility with respect to the rate class for one or more of the Accounts, Buyer acknowledges and agrees that it shall be responsible for installing and maintaining a meter telephone line. Buyer shall also be responsible for any charges imposed by a contractor for repairing the meter telephone line. As a convenience to Buyer, Seller may arrange for telemetry service or repairs to be provided and Buyer agrees it shall be responsible for any costs associated with such service and repairs. Gas Inventory. When Buyer's Accounts are enrolled, if Seller acquires any inventory of gas allocated to Buyer's Accounts by Utility, Seller will credit Buyer for that inventory at prevailing market prices. Upon termination of the Agreement, Seller shall have the right to credit Buyer's Account with gas and charge Buyer prevailing market prices as adjusted for Fuel for such gas. "Constraint Day" shall mean any period of time during which the Utility restricts deliveries by Seller or use by Buyer, requires a specific delivery by Seller or use by Buyer, or otherwise requires an affirmative action by either Party due to adverse operational conditions experienced by the Utility. "Daily Limitation" shall mean Utility enforced restrictions or mandates concerning quantities of gas delivered and/or used, including those imposed due to Constraint Day conditions and/or under ordinary operating conditions.

2. Billing and Payment. Seller shall submit to Buyer an invoice setting forth the amount of natural gas scheduled for delivery during the identified month and the total amount due. Billing will be based on actual Use, as determined by the Utility, plus applicable Fuel. Buyer will pay the total amount due by the due date on the invoice. Payments that exceed \$50,000 shall be made by wire transfer, EFT or ACH. In the event Buyer fails to pay the total amount due by the due date, the unpaid amount shall accrue interest at a rate equal to one and one half percent (1-1/2%) per month, provided that in no event shall such rate exceed the maximum rate allowed by law, compounded daily from the date such payment is due until the same is paid. Seller shall include the Utility distribution fees on the monthly invoice. Past due and other charges due Utility that apply to service prior to the Delivery Period will not be included in Seller's invoice to Buyer. Seller may discontinue this service at any time with notice to Buyer.

3. Financial Responsibility. Buyer agrees to provide Seller with pertinent financial information it requests to assess Buyer's financial position, and authorizes the Utility, credit reporting agencies, trade references, and other relevant parties to release data to Seller relating to Buyer's billing, usage, and credit data with such authorization enduring for the term of this Agreement. When reasonable grounds for insecurity of payment arise, including without limitation when Buyer seeks to establish a fixed Price, Seller may demand adequate assurance of performance. Adequate assurance of performance must be delivered to Seller no later than three (3) business days after the date of request, and must be in a form, from an issuer, and in an amount, acceptable to Seller.

4. Event of Default. "Event of Default" means (i) Buyer fails to provide adequate assurance of performance to Seller pursuant to

Article 3(ii) Buyer fails to pay undisputed amounts by the invoice due date (iii) either Party makes an assignment or any general arrangement for the benefit of creditors (iv) either Party defaults in any payment obligation to the other Party (v) either Party defaults in any material payment obligation to any of its creditors (vi) either Party files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or causes under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it (vii) either Party otherwise becomes bankrupt or insolvent (however evidenced) (viii) either Party is unable to pay its debts as they fall due (ix) either Party terminates this Agreement and/or any effective Transaction Confirmation (or service to one or more Accounts) for any reason except for a termination resulting from an Event of Default committed by the other Party (x) Seller fails to sell and schedule for delivery, or Buyer fails to purchase and receive natural gas in accordance this Agreement (xi) either Party fails to perform any material covenant or obligation set forth in this Agreement or any effective Transaction Confirmation (except to the extent such failure constitutes a separate Event of Default) (xii) either Party makes a representation or warranty that is false or misleading in any material respect at any time during the term of this Agreement. Upon the occurrence of an Event of Default, the Party not committing the Event of Default ("Non-Defaulting Party") shall have the right to suspend service and/or terminate this Agreement in addition to any and all other remedies available hereunder.

5. Remedy. During any Delivery Period, if either Party commits an Event of Default (the "Defaulting Party"), and the Non-Defaulting Party terminates this Agreement, then the Defaulting Party shall pay and the Non-Defaulting Party shall be entitled to, as its exclusive remedy, early termination damages arising out of the Event of Default as reasonably calculated by Seller ("Early Termination Damages"). **The Parties expressly acknowledge that should an Event of Default occur, damages would be difficult to ascertain and quantify, and agree that this provision for calculating damages (i) is reasonable in light of the anticipated or actual harm, (ii) shall be followed in lieu of any other methods of calculating or estimating direct actual damages, and (iii) is not a penalty.** If Buyer commits an Event and the price at which Seller re-sells or could re-sell natural gas, less any associated costs reasonably incurred by Seller, is less than the Price set forth herein (as it may be amended by Transaction Confirmations), then Buyer shall pay Seller Early Termination Damages in the amount of such positive difference multiplied by the affected Quantity. If Seller commits an Event of Default and the price for replacement natural gas, including any associated costs reasonably incurred by Buyer in obtaining replacement natural gas, is higher than the Price set forth herein (as it may be amended by Transaction Confirmations), then Seller shall pay Buyer Early Termination Damages in the amount of such positive difference multiplied by the affected Quantity. Payment for Early Termination Damages shall be due within two (2) Business Days of the invoice date for said Early Termination Damages, failing which the Defaulting Party shall be responsible for (i) interest equal to one and one half percent (1 1/2%) per month, provided that such rate does not exceed the maximum rate allowed by law, compounded daily from the date such payment is due until the same is paid and (ii) all reasonable costs of collection, including attorneys' fees. Seller may reduce any amount owed it under Article 5 by way of set-off against any amount (whether under this Agreement, or otherwise) (i) the Seller or its affiliate may owe the Buyer (whether or not then due) or (ii) any adequate assurance of performance (howsoever termed) provided by Buyer for the benefit of the Seller or its affiliate

33

("Other Agreement Amount(s)"). The Other Agreement Amount(s) will be discharged promptly and in all respects to the extent it is so set-off. This Article 5 shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract, or otherwise).

6. Taxes and Change in Law or Tariff. Buyer shall pay all taxes lawfully levied on Buyer applicable to such natural gas at and after delivery to the Delivery Point(s) and shall hold Seller harmless therefrom. In the event that the sale of natural gas, or any of the transactions contemplated hereunder are subject to, or become subject to, any state or local gas revenue, utility, sales, use, gross receipts, commercial activity, excise, or ad valorem tax, that Seller is obligated to remit to any competent taxing authority, Buyer shall reimburse Seller for any such taxes remitted by Seller in connection with this Agreement. Buyer shall provide Seller with evidence of any applicable exemption or exclusion from such taxes in the appropriate state(s) as applicable. In the event that an Account is located in Illinois, the Parties expressly acknowledge that the Agreement is made in De Pere, Wisconsin. The sale of natural gas herein is subject to all applicable federal and state laws, orders, rules and regulations and to the Federal Energy Regulatory Commission rules and regulations or successor agency having jurisdiction. Either Party shall have the right to question or contest any such law, ordinance, order, rule, or regulation. The Price and/or terms of the Agreement may be adjusted by Seller to reflect charges associated with any change in the administration or interpretation of, a supplement to, a modification of, or a replacement of any law, statute, regulation, tariff, or any governmental permit or approval that impacts the manner in which Seller fulfills or the costs associated with Seller fulfilling its obligations under this Agreement.

7. Assignment. This Agreement shall be binding upon and inure to the benefit of the respective heirs, representatives, successors, and assigns of the Parties hereto, provided however, this Agreement shall not be assigned or transferred by Buyer without the prior written consent of Seller, which consent shall not unreasonably be withheld.

8. Force Majeure. In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than to make payments due hereunder, the obligations of each Party, so far as they are affected by such Force Majeure, shall be suspended during the period of Force Majeure.

9. Limitations. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALINGS OR COURSE OF TRADE. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

10. Miscellaneous. Buyer acknowledges and agrees that Seller will be the sole supplier (other than the Utility) of natural gas to the Accounts. As of the date hereof, each Party represents and warrants to the other as follows: (i) it is duly organized and validly existing under the laws of the State of its incorporation/organization, (ii) is qualified to do business in Illinois, and has all requisite power and authority, corporate or otherwise, to enter into this Agreement and perform its obligations hereunder, (iii) the execution, delivery, and performance of this Agreement have been duly authorized in accordance with all of its

organizational instruments, it has full power to execute, deliver, and perform its obligations under this Agreement, and this Agreement has been duly executed and delivered, and (iv) it has reviewed and understands this Agreement. The Parties agree that Seller is not a "utility" within the meaning of Section 366 of the U.S. Bankruptcy Code, and each Party waives and agrees not to assert the applicability of Section 366 of the U.S. Bankruptcy Code in any bankruptcy proceeding wherein such party is a debtor. Buyer further represents (a) unless expressly noted to the contrary, Buyer is entering into this Agreement as principal and not as agent or in any other capacity, fiduciary or otherwise; (b) it has made its own independent decisions to enter the transaction and its decisions are based on its own judgment and upon advice from such advisors as it has deemed necessary; (c) Buyer is capable of assessing the merits and understands and accepts the terms, conditions and risks of the transaction; (d) Seller is not acting as a fiduciary for, or an advisor to, Buyer in respect to the Agreement or any transaction; (e) it has the ability to make and take delivery of the commodity and is entering into transactions hereunder for purposes related to its business as such, and (f) as defined in the U.S. Bankruptcy Code, Buyer is a "forward contract merchant" and this Agreement is a "forward contract". The Parties agree that all payments made or to be made by one Party to the other Party under this Agreement with respect to the forward contracts constitute "settlement payments" and/or "margin payments" within the meaning of the Bankruptcy Code, assurances of performance transferred by one Party to the other Party under this Agreement constitute "margin payments" within the meaning of the Bankruptcy Code, and the rights set forth under Articles 4 through 5 of the Agreement, as applicable, constitute contractual rights "to liquidate, terminate, or accelerate" the transactions within the meaning of Bankruptcy Code Section 556 and "to terminate, liquidate, accelerate or offset" within the meaning of the Bankruptcy Code Section 561. Buyer represents and warrants to Seller that (x) it is in compliance with all material terms of its bank and debt covenants (as applicable), and (y) it is not in default under the terms of any material contracts to which it is a party. By signing below, each individual additionally warrants that he or she is authorized to sign this Agreement on behalf of the Party for which it was executed. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement. This Agreement including any effective Riders, Amendments, and/or Transaction Confirmations together set forth all understandings between the Parties respecting the terms and conditions of any transaction herein described. All prior agreements, understandings and representations, whether consistent or inconsistent, verbal or written, between the Parties are merged into and superseded by this written Agreement. This Agreement and any Riders, Amendments, and/or, Transaction Confirmations related hereto may be executed and delivered in counterparts (including by (i) facsimile transmission and (ii) electronic reproduction and transmittal), each of which will be deemed an original and all of which constitute one and the same instrument. The addresses for legal notices and invoices are set forth below, and may be amended from time to time, with written notice by a Party. All notices required pursuant to this Agreement may be sent by facsimile, a nationally recognized overnight courier service, first class mail, or certified mail return receipt requested. Notice shall be deemed received when received on a business day prior to 5 p.m. at the receiving Party's address, or the next business day if received after 5 p.m. In the absence of proof of the actual

341

receipt date, the following presumptions will apply: notices sent by facsimile shall be deemed to have been received upon the sending Party's receipt of its facsimile machine's confirmation of successful transmission. Notice by overnight mail or courier shall be deemed to have been received as confirmed by the courier. First class mail is deemed received (5) business days after mailing. No failure by either Party to enforce any right, obligation or remedy hereunder shall operate as a waiver of any of the foregoing, or the waiver of any future right, obligation or remedy, whether of like or different character or nature. Each Party consents to the recording of telephonic conversations with respect to transactions under this Agreement without further notice, agrees to provide to its employees such notice of recording that may be required by applicable law, regulation or tariff, and agrees that it will not contest the admissibility of any recording of such telephonic conversations and such recording shall constitute a "writing". The headings

throughout this Agreement are inserted for reference purposes only, and are not to be construed or taken into account in interpreting the terms and provisions of any section and are not to be deemed in any way to qualify, modify or explain the effects of any such term or provision. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.** There are no third party beneficiaries to this Agreement and none are intended. The terms, provisions or conditions of any purchase order or other business form or written authorization used by Buyer will have no effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Seller to object to those terms, provisions or conditions.

By signing below, Buyer authorizes Seller to act as its third party supplier and continue to provide Buyer with Gas service as described in this Agreement. This Agreement is effective as of the date signed by Seller.

SELLER: Integrys Energy Services – Natural Gas, LLC Signature: _____ By: Craig P. Avery Title: Authorized Representative Date: : UPON RECEIPT OF THIS AGREEMENT SIGNED BY BUYER, SELLER SHALL REVIEW BUYER'S CREDIT INFORMATION. SELLER'S ACCEPTANCE IS CONTINGENT UPON BUYER MEETING SELLER'S CREDITWORTHINESS STANDARDS AND THE CONTINUED AVAILABILITY OF THE PRICE. Internal Use Only: AE: Choose an item. AM: Choose an item. Exclusive Agent: Choose an item.	BUYER: Dana Pointe Condominium Association Signature: _____ By: _____ Title: _____ Date: _____
Seller's Legal Notice Address: Integrys Energy Services – Natural Gas, LLC 1716 Lawrence Drive De Pere, WI 54115 ATTN: Account Management FAX: 312-681-1993	Buyer's Legal Notice Address <input type="checkbox"/> if checked Invoice Address is same as Legal Notice Address Dana Pointe Condominium Association 1519 E Central Rd Arlington Heights, IL 60005 FAX: Buyer's State of organization: Buyer's Form of organization:
Buyer's Service Locations and Invoice Address(es): <input checked="" type="checkbox"/> Check here to indicate that more invoice address information for Buyer is on a separate sheet, which is attached to and made a part of this Agreement.	
Account Number: 140619600 Meter Number: 2993922 1405 E Central Rd Arlington Heights, IL 60005 FAX: <input type="checkbox"/> if checked Invoice Address	Account Number: 140619540 Meter Number: 3776235 1415 E Central Rd Arlington Heights, IL 60005 FAX: <input type="checkbox"/> if checked Invoice Address
Account Number: 140619530 Meter Number: 2786337 1505 E Central Rd Arlington Heights, IL 60005 FAX: <input type="checkbox"/> if checked Invoice Address	Account Number: 140619520 Meter Number: 2692418 1515 E Central Rd Arlington Heights, IL 60005 FAX: <input type="checkbox"/> if checked Invoice Address

ATTACHMENT A TO RETAIL GAS SALES AGREEMENT

This Attachment A is attached to and made a part of the Retail Gas Sales Agreement by and between Integrus Energy Services - Natural Gas, LLC. and Dana Pointe Condominium Association ("Buyer") dated July 18, 2013.

The terms of the Retail Gas Sales Agreement referenced above apply to Buyer's ACCOUNT NUMBERS indicated below. In addition, Buyer's billing address and notice address are indicated in the table below.

	Account Number	Service Address	
1	140619510	1605 E Central Rd. Arlington Heights, IL 60005	<input type="checkbox"/> Billing Address <input checked="" type="checkbox"/> Notice Address
2	140619502	1615 E Central Rd. Arlington Heights, IL 60005	<input type="checkbox"/> Billing Address <input checked="" type="checkbox"/> Notice Address
3			<input type="checkbox"/> Billing Address <input checked="" type="checkbox"/> Notice Address
4			<input type="checkbox"/> Billing Address <input checked="" type="checkbox"/> Notice Address
5			<input checked="" type="checkbox"/> Billing Address <input checked="" type="checkbox"/> Notice Address
6			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
7			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
8			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
9			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
10			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
11			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
12			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
13			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
14			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
15			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
16			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
17			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
18			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
19			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
20			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
21			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
22			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
23			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
24			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
25			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
26			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address

PROPERTY ENHANCEMENT PROPOSAL

Date: July 18, 2013
 Customer Name: [REDACTED]
 Job Name: [REDACTED]
 Enhancement Name: [REDACTED]
 Date Proposed: 7-8-2013
 Proposed By: [REDACTED]

BRICKMAN IS PLEASED TO ENHANCE YOUR PROPERTY AS OUTLINED IN THE FOLLOWING SCOPE OF SERVICE

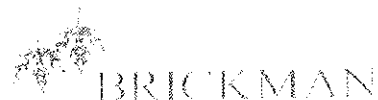
THIS PROPOSAL IS TO REMOVE THE TREES THAT ARE LISTED ON THE REMOVAL MAP DATED 6-28-2013. ALL DOLLAR AMOUNTS INCLUDE FILLING IN THE TREE RINGS WITH SOIL AND SEED. DOLLAR AMOUNTS ALSO REPRESENT STUMP GRINDING.

MATERIALS	QUANTITY	COST
PLEASE SEE CORRESPONDING TREE NUMBERS ON THE ATTACHED MAP		
1		\$725.00
2		\$725.00
3		\$725.00
4		\$135.00
5		\$725.00
6		\$725.00
7		\$725.00
8		\$725.00
9		\$635.00
10		\$725.00
11		\$345.00
12		\$725.00
13		\$725.00

TOTAL
 \$3,265.00

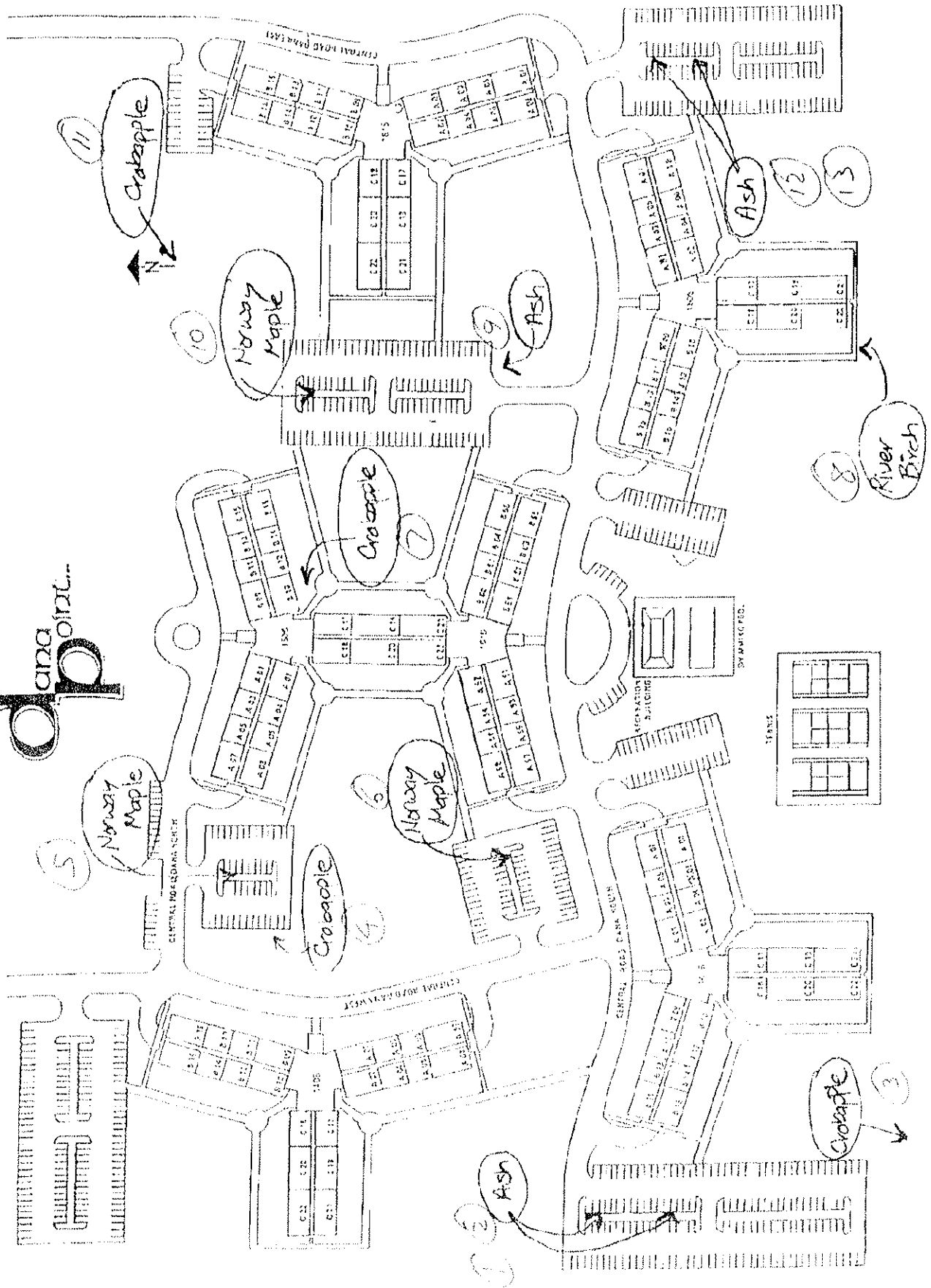
We warrant that the work will be performed in accordance with the scope of work and that the materials used are of good quality. We warrant that the work will be completed within the time frame specified in this proposal. We warrant that the work will be performed in a safe and professional manner. We warrant that the work will be performed in accordance with all applicable laws and regulations. We warrant that the work will be performed in accordance with the highest standards of the industry. We warrant that the work will be performed in accordance with the highest standards of the industry. We warrant that the work will be performed in accordance with the highest standards of the industry.

Brickman Group, Inc.



Removals 6-26-2013

dp and p





The Care of Trees, Inc.
2371 S. Foster Avenue
Wheeling, IL 60090-6510
Phone: (847) 394-3903 Fax: (847) 394-9709
Email: twimmer@thecareoftrees.com



Client

6/26/2013

DANA POINT
C/O LIEBERMAN
MANAGEMENT SERVICES
1519 E Central Rd
Arlington Hts, IL 60005-3302

Proposal #: 20031398-00000139
Account #: 2445820
Work: (847) 228-5176
Fax: (847) 228-5190
Email: LRAY@LMSNET.COM

Tree Pruning and Surgery

☐ Tree Removal Summer \$3,300.00

Remove to near ground level the following dead or declining trees per attached map. Grind stumps 6-8 inches below grade, backfill hole level with stump chips and remove excess chips.

- (5) Ash
- (4) Crabapple
- (3) Norway maple
- (1) River birch - no stump grinding

Total of All Services \$3,300.00

☐ Yes, please schedule the services marked above.

ACCEPTANCE OF PROPOSAL: The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

Tim Wimmer

Your Arborist: Tim Wimmer

Authorizing Signature

Date

39

Client Care Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

Tree Pruning and Surgery

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Tree and Shrub Fertilization

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insect and disease, greater tolerance to drought stress, increased vigor, and healthier foliage.

Tree and Shrub Plant Health Care

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed. EPA approved materials will be applied in accordance with State and Federal regulations.

Other Terms and Contract Conditions

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. We will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

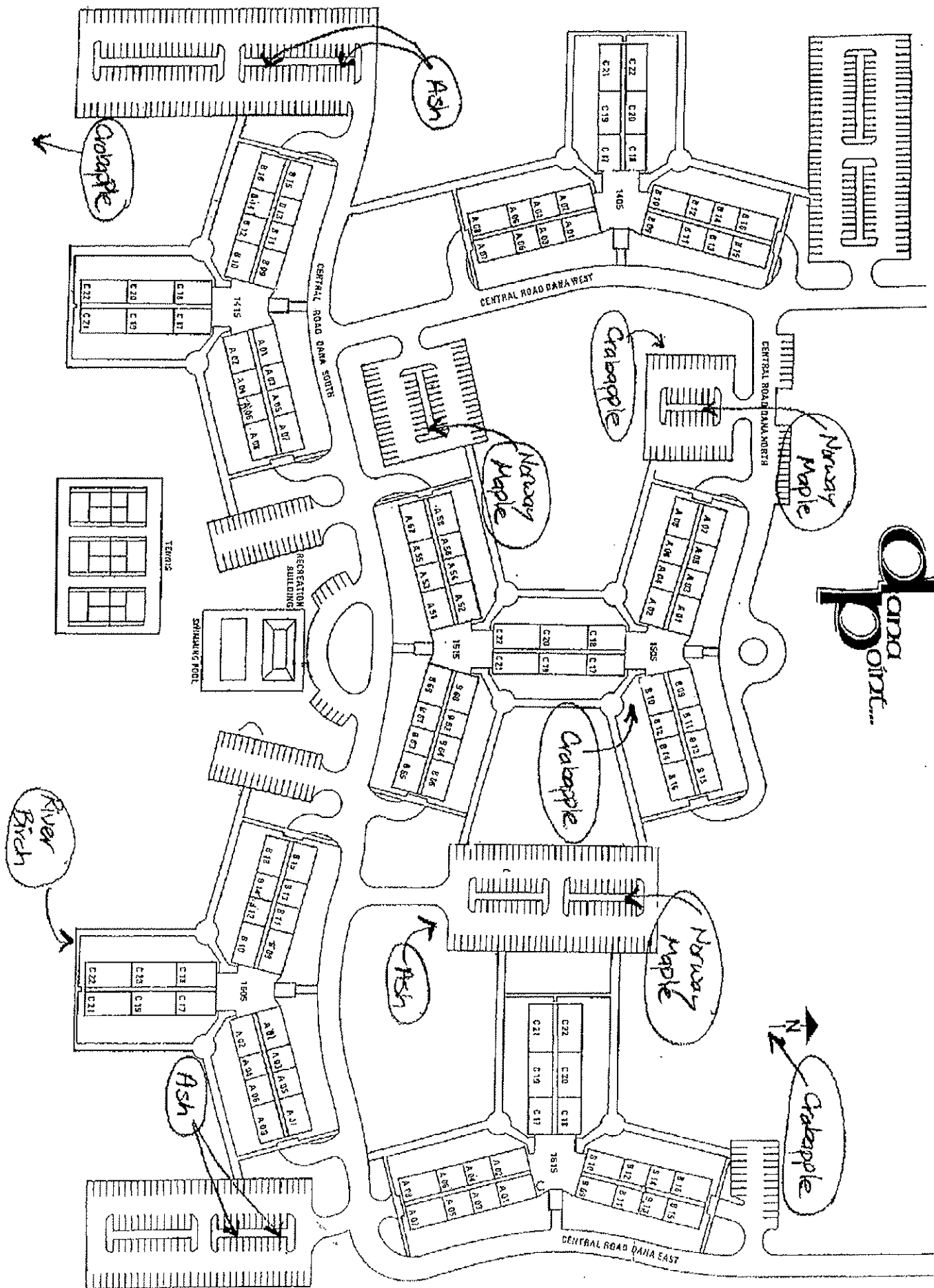
PAYMENT: We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

UNDERGROUND OBJECTS: We will request that the property owner or agent and, if required, the underground location service entity, properly identify any underground utilities or objects in the work area. Provided such request is made, we will not be responsible or liable for any damage or repair as a result of any underground utilities or objects not correctly identified or properly marked.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.

Removals 6-26-2013

dana
point...



PROPERTY ENHANCEMENT PROPOSAL

Company Name: LIEBERMAN
Customer Contact: LISETTE RAY
Job Name: DANA POINT
Enhancement Name: 2013 FILL IN TREE RINGS
Date Proposed: 7/11/2013
Proposed By: JOSH FELT

BRICKMAN IS PLEASED TO ENHANCE YOUR PROPERTY AS OUTLINED IN THE FOLLOWING SCOPE OF SERVICE:

THIS PROPOSAL IS TO FILL/LEVEL THE 13 EMPTY TREE RINGS THAT ARE IDENTIFIED ON THE ATTACHED MAP.

MATERIALS	QUANTITY	COST
APPLY SOIL AND SEED TO EMPTY TREE RINGS	13	\$600.00
LAY STRAW MAT OVER THE FRESH SOIL AND SEED	TOTAL	\$150.00

Tax:
Total Cost: \$750.00

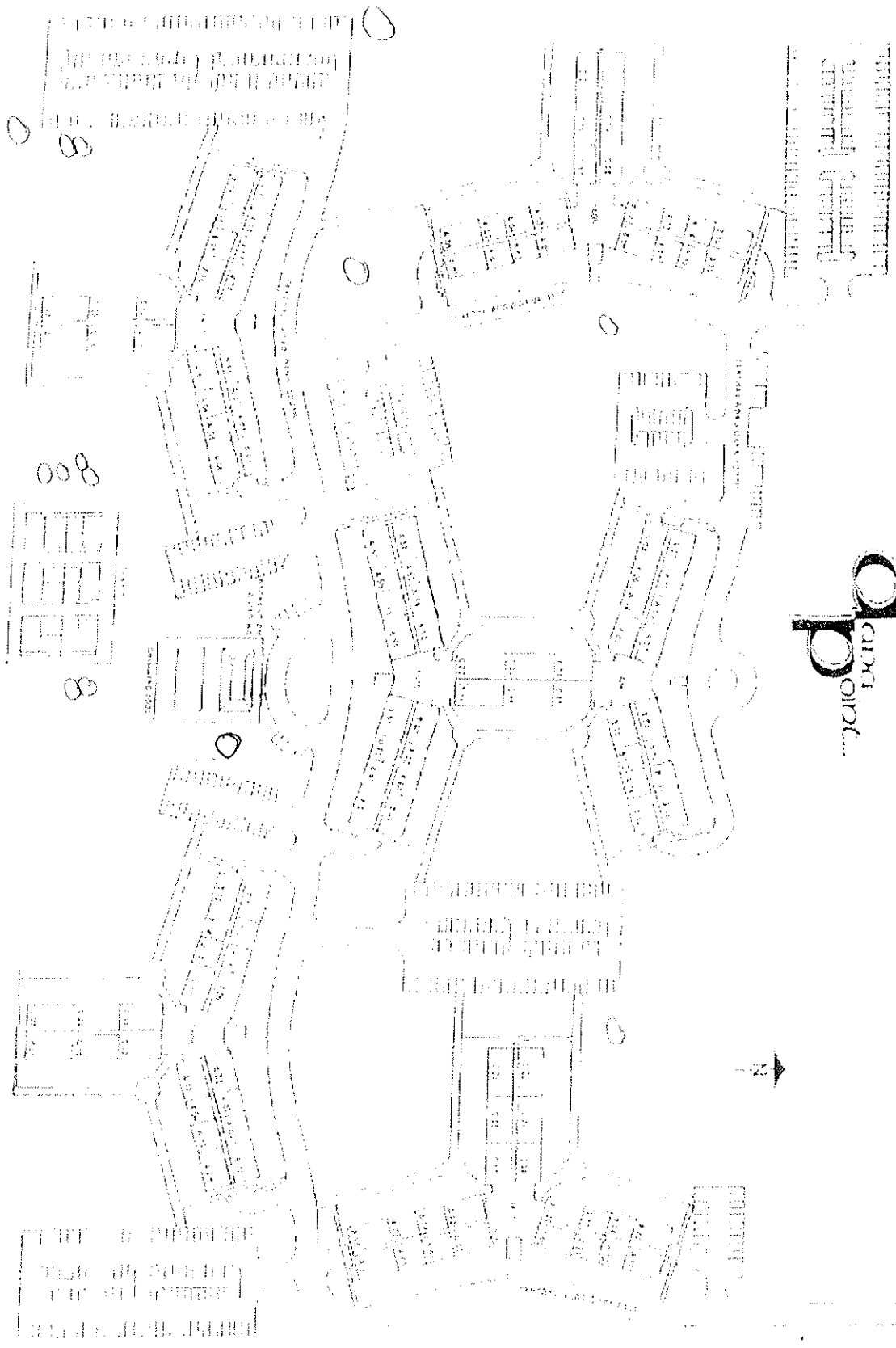
The Customer Contact hereby authorizes Brickman to complete the Scope of Services as described herein. The price is good for 30 days from the date of this Enhancement Authorization. A service charge shall be added to all balances not paid with 30 days of this Enhancement Authorization, which shall be equal to the lower of 1.5% per month (18% per year) and the highest rate permitted by law. In addition to the service charge, Client shall reimburse Brickman for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Brickman in collecting overdue amounts.

Authorized Signature

BrickmanGroup.com


BRICKMAN
Enhancing the American Landscape Since 1909

42



of
p
apc...

Empty Tree Play locations

43

lms lieberman management services

July 1, 2013

TO: Whom It May Concern

RE: Sale from Nancy Balis
To Alizah and Daniellah Salario
1515 E. Central Rd. #265B
Arlington Heights, IL 60005

*Lisette
Closing 7-2-13*

To Whom It May Concern:

This letter will verify the status of account with THE DANA POINT CONDOMINIUM ASSOCIATION for the above-referenced unit.

The monthly assessment for this unit is \$ 337.57. **This account is currently paid through July 31, 2013, and has a credit of \$364.69.**

The Board of Directors of THE DANA POINT CONDOMINIUM ASSOCIATION does not have the right of first refusal.

The Key Inventory Form must be picked up from the on-site management office, completed by both seller and buyer at closing, and returned within 10 days of closing. Each unit has a key log showing keys in possession at the time of the sale. If a key is not transferred at the closing, the buyer pays \$25.00 per key and/or \$200.00 fine, for not completing the form. The on-site management office telephone number is 847-228-5176.

In accordance with the Illinois Condominium Property Act, the buyer is responsible for obtaining from the seller a copy of the Declaration, By-Laws and Rules and Regulations, if applicable, of the Association. If the buyer is unable to obtain these documents from the seller, the buyer must obtain a copy from Lieberman Management Services. There is a charge for these documents. To obtain a certificate of insurance please contact Bradish Insurance at (847)259-2400.

All assessments are due and payable on the first day of each month. **If payments are received after the late date of the 15th, the account will be assessed a late fee of \$25.00.** Lieberman Management Services assumes no responsibility for pro-ration of assessments to the date of closing. Any such pro-rations are to be arranged between seller and purchaser. Only payments in the full amount due will be accepted.

The purchasers are hereby notified of his/her obligation to advise our office of the date this closing is finalized. Coupon booklets for the new owners' monthly assessment payments will be ordered **ONLY AFTER NOTIFICATION OF CLOSING HAS BEEN GIVEN TO OUR OFFICE.** Lack of said notification will not relieve the owner of his/her responsibility of making timely payments, nor will it invalidate incurred late charges. Please fax a final signed HUD-1 to 847-459-3003 after closing.

Very truly yours,
LIEBERMAN MANAGEMENT SERVICES, INC.

Krisztina Kovacs
Krisztina Kovacs
Closing Department

44

OWNER NOTICE OF INTENT TO LEASE

ADDRESS: 1515 E. Central, Unit # 317C

Date: 7/9/2013

TO: Board of Managers
Dana Point Condominium Association
1519 East Central
Arlington Heights, IL 60005

FROM: Christopher Hackett

HOMEOWNER(S) NAME(S): Christopher Hackett

MAILING ADDRESS: 1132 Wenonah Ave. Oak Park, IL 60304

HOME PHONE(S): () 847-507-3215 () _____

WORK PHONE(S): () 847-848-3263 () _____

CELL PHONE(S): () _____ () _____

In accordance with the Rules and Regulations of the Dana Point Condominium Association, I (we) hereby submit to the Association this Notice of Intent to Lease, Unit # 317C at 1515 E. Central Road, Arlington Heights, IL 60005, on or about August 1, 2013 (date).

Owner #1 Signature: Christopher Hackett Date: 7/9/2013

Owner #2 Signature: _____ Date: _____

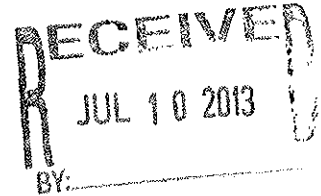
Please list name, address and telephone number of your Rental Agent and / or Managing Agent if applicable:

OWNER NOTICE OF INTENT TO LEASE

ADDRESS: 1515 E. Central, Unit # 260B

Date: 7-9-2013

TO: Board of Managers
Dana Point Condominium Association
1519 East Central
Arlington Heights, IL 60005



FROM: Sarah Bootz

HOMEOWNER(S) NAME(S): Sarah Bootz

MAILING ADDRESS: 603 Fairbanks Ct. Schaumburg, IL 60194 Unit 1W

HOME PHONE(S): () _____ () _____
WORK PHONE(S): (817) 597-9858 () _____
CELL PHONE(S): (817) 815-7986 () _____

In accordance with the Rules and Regulations of the Dana Point Condominium Association, I (we) hereby submit to the Association this Notice of Intent to Lease, Unit # 260B at 1515 E. Central Road, Arlington Heights, IL 60005, on or about 7-28-2013 (date).

Owner #1 Signature: Sarah Bootz Date: 7-9-13

Owner #2 Signature: _____ Date: _____

Please list name, address and telephone number of your Rental Agent and / or Managing Agent if applicable:

Jeff Nobliza
2926 Central St. Evanston 60201
773-677-5340

Summary Arrears Report
The Dana Point Condo
Report as of 07/18/2013

0554

Loc ID: 00-0554 The Dana Point Condo
 Arlington Hgts, IL 60005

Management Co: Lieberman Management Services
 25 Northwest Point Bld Ste 330
 Elk Grove Vllge, IL 60007

Unit Space	CC Desc	Rec Chgs	Balance	Comments
A105	01 C Lorraine Stevens	Monthly Assessment	224.52	954.73
A109	01 C Dorota Kaleta	Monthly Assessment	310.88	75.00
A206	01 C Edward Majewski	Monthly Assessment	241.80	2,983.68
A314	01 C Howard Chason	Monthly Assessment	244.94	294.94
A316	01 C Przemyslaw Krol	Monthly Assessment	356.41	599.02
A408	01 C David Van Cura	Monthly Assessment	370.54	10.42
A412	01 C Antonio Capozzi	Monthly Assessment	251.22	351.22
A413	01 C Tomasz Nawrocki	Monthly Assessment	237.09	3,577.04
A415	01 C Ivelin Miankov	Monthly Assessment	356.41	666.86
B103	01 C Deborah Whiteside	Monthly Assessment	224.52	31.08
B109	01 C Jerome Weiss	Monthly Assessment	310.88	35.00
B110	01 C Linda Caldwell	Monthly Assessment	310.88	168.50
B114	01 C William Heller	Monthly Assessment	238.66	53.02
B204	01 C Krystyna Namojlik	Monthly Assessment	241.80	0.52
B207	01 C Paul Wendel	Monthly Assessment	337.57	50.19
B213	01 C Kimberly Clark	Monthly Assessment	227.66	25.00
B214	01 C John Gaiser	Monthly Assessment	241.80	100.00
B220	01 C Mary Errington	Monthly Assessment	442.77	40.00
B301	01 C Genie Uli	Monthly Assessment	317.16	150.00
B314	01 C Kenneth Bellandi	Monthly Assessment	244.94	219.94
B319	01 C Joan Gordon	Monthly Assessment	445.91	7.00
B403	01 C Tadeusz Wiczowski	Monthly Assessment	237.09	287.09
C104	01 C Ewa Szamreta	Monthly Assessment	238.66	20.00
C114	00 P James Blake	Pre-Petition Charges	0.00	263.34
C116	01 C Katherine Crusius	Monthly Assessment	337.57	359.54
C208	01 C Marguerite Train	Monthly Assessment	350.13	325.08
C212	01 P Marius Hortopan	Monthly Assessment	241.80	10,678.24
C212	02 C US Bank National Ass	Monthly Assessment	241.80	525.41
C303	01 C Helena Kuczak	Monthly Assessment	230.81	80.24
C304	01 C Gary Haeger	Monthly Assessment	244.94	50.00
C402	01 C Anthony Kinahan	Monthly Assessment	326.58	250.00
C406	02 C Anna Malek	6/13 Monthly Assmt	251.22	25.66
C407	01 C Katarzyna Szynalik	Monthly Assessment	356.41	381.41
C411	01 C Benjamin Mule	Monthly Assessment	237.09	125.00
C414	01 C Arthur Salins	Monthly Assessment	251.22	331.11
C415	01 C Tanya Golub	Monthly Assessment	356.41	25.00
D119	02 C Vaiduta Povilansk	3/13 Monthly Assmt	439.63	1,430.63
D121	01 C Daniel Hajduk	Monthly Assessment	439.63	100.00
D153	01 C Mary Kay Potnick	Monthly Assessment	224.52	249.52
D156	01 C Maria Sievert	Monthly Assessment	238.66	40.00
D251	01 C William Kenney	Monthly Assessment	314.02	25.00
D260	01 C Sarah Bootz	Monthly Assessment	314.02	9.30
D322	01 C Randy Feltman	Monthly Assessment	445.91	50.00
D351	01 C Anthony Gloria	Monthly Assessment	317.16	342.16
D354	01 C Sue Sargis	Monthly Assessment	244.94	25.00

47

Summary Arrears Report
The Dana Point Condo
Report as of 07/18/2013

0554

Loc ID: 00-0554 The Dana Point Condo
 Arlington Hgts, IL 60005

Management Co: Lieberman Management Services
 25 Northwest Point Bld Ste 330
 Elk Grve Vlge, IL 60007

Unit Space	CC Desc	Rec Chgs	Balance	Comments
D360	01 C Isabel Jasinski	Monthly Assessment	317.16	349.91
D366	01 C Bozena Kijowska	Monthly Assessment	356.41	381.41
D454	01 C Robert Wiles	Monthly Assessment	251.22	501.22
D458	01 C Angela Mauriello	Monthly Assessment	370.54	50.00
D461	01 C Brian Morrisroe	Monthly Assessment	237.09	1.32
D462	01 C Janis Pinkerton	Monthly Assessment	281.22	306.22
E101	02 C Boris Samovalov	7/13 Monthly Assmt	310.88	3.75
E109	01 C John Bernardo	Monthly Assessment	310.88	535.88
E112	01 C Kathryn Konieczka	Monthly Assessment	238.66	527.32
E116	01 C Donna Hardesty	Monthly Assessment	337.57	77.79
E121	01 C Jack Bornhoeft	Monthly Assessment	452.19	447.11
E214	01 C Juliana Hammett	Monthly Assessment	241.80	266.80
E216	01 C Adele Sexton	Monthly Assessment	350.13	414.78
E217	01 C William Obal	Monthly Assessment	320.30	100.05
E313	01 C Tadeusz Wiczowski	Monthly Assessment	260.81	310.81
E403	01 C Susan Lynch	Monthly Assessment	237.09	262.09
E418	01 C Diane Baumhardt	Monthly Assessment	332.86	24.93
E419	01 C Sumitra Chatterjee	Monthly Assessment	455.33	100.00
F107	01 C The Dana Point Condo	Monthly Rent	1,205.00	905.00
F109	01 C Chuck Vetter	Monthly Assessment	310.88	435.88
F110	01 C Sergio Ruiz	Monthly Assessment	310.88	659.01
F112	01 C Audrey Hakman	Monthly Assessment	238.66	1,556.96
F117	01 C Mariann Kaiser	Monthly Assessment	317.16	0.02
F201	01 C Renata Wiczorek	Monthly Assessment	314.02	339.02
F221	01 C Victor and Sylvia We	Monthly Assessment	466.32	285.00
F422	00 P Michael Locascio	Prev Agmt BF-RM	0.00	1,992.54
		21,883.64	37,126.71	
		21,883.64	37,126.71	

foreclosure

need a write off

48

Board Authorization Form

I, _____ do hereby give LMS authorization to perform/facilitate the following on behalf of the Association and Board of Directors for _____.

Write off bad debt for unit: 1)1405 E. Central Rd. #413 – Tomasz Nawrocki in the amount of \$3,402.04 as agreed for settlement in short sale.

2)1615 E Central #422C – Michael Locascio in the amount of \$1,992.54 as uncollectable due to foreclosure.

Board Member #1:

Board Member #2:

(Print Name)

X
(Signature)

(Title)

(Date)

409

07/19/2013

Lieberman Management Services, Inc.

11:23 AM

Prepared By: LMS

Occupant Ledger

Unit Reference Number:	00-0554-A413 01	Occupant Type:	Current
Property Name:	THE DANA POINT CONDOMINIUM ASSOCIATION		
Name:	Tomasz Nawrocki		
Address:	1405 E Central Rd 413B	Unit Number:	A413
City, State, Zip:	Arlington Hghts IL 60005		

Bill To: Tomasz Nawrocki or Iwona Nawrocki
1405 E Central Rd 413B
Arlington Heights, IL 60005

Account Balance: ~~\$3,664.13~~
E-Debit: No

Date Printed: 07/19/2013

Account Status: O.K.

Per your request, a statement of account follows. Thank you. Resident Services (847)459-0000

Charge Schedule							
Charge Code	Charge Description	Charge Frequency	Start Date	Stop Date	Current Charge Amount	Increase Date	New Amount
AM	Monthly Assessment	MO	01/01/2013	08/31/2013	237.09	N/A	N/A

Chronological History					
Date	Code	Description	Chg. Amount	Adj. / Credit Amount	Balance
08/01/2013	Chg AM	Monthly Assessment	237.09		3,664.13
07/18/2013	PY	Lckbx Pmt 0002381		-150.00	3,427.04
07/17/2013	Chg LF	Late Fee	25.00		3,577.04
07/15/2013	Chg MF	New owner move fee 7-12-13	150.00		3,552.04
07/08/2013	PY	Lckbx Pmt 0002390		-237.09	3,402.04
07/01/2013	Chg AM	Monthly Assessment	237.09		3,639.13
07/01/2013	PY	Lckbx Pmt 0279395		-4,000.00	3,402.04
06/27/2013	Chg MF	New owner move fee 6-26-13	150.00		7,402.04
06/18/2013	Chg LF	Late Fee	25.00		7,252.04
06/01/2013	Chg AM	Monthly Assessment	237.09		7,227.04
05/16/2013	Chg LF	Late Fee	25.00		6,989.95
05/01/2013	Chg AM	Monthly Assessment	237.09		6,964.95
04/16/2013	Chg LF	Late Fee	25.00		6,727.86
04/01/2013	Chg AM	Monthly Assessment	237.09		6,702.86
03/18/2013	Chg LF	Late Fee	25.00		6,465.77
03/01/2013	Chg AM	Monthly Assessment	237.09		6,440.77
02/01/2013	Chg AM	Monthly Assessment	237.09		6,203.68
01/25/2013	Chg AM	Prev Agnt BF-AM	3,731.57		5,966.59
01/25/2013	Chg RE	Prev Agnt BF-RE	48.00		2,235.02
01/25/2013	Chg LT	Prev Agnt BF-LT	400.00		2,187.02
01/25/2013	Chg LG	Prev Agnt BF-LG	1,549.93		1,787.02
01/01/2013	Chg AM	Monthly Assessment	237.09		237.09

07/19/2013

Lieberman Management Services, Inc.

11:43 AM

Prepared By: LMS

Occupant Ledger

Unit Reference Number:	00-0554-F422 00	Occupant Type:	Current
Property Name:	THE DANA POINT CONDOMINIUM ASSOCIATION		
Name:	Michael Locascio		
Address:	1615 E Central Rd 422C	Unit Number:	F422
City, State, Zip:	Arlington Hghts IL 60005		

Bill To: Michael Locascio or Nicole Acerenza
 1615 E Central Rd 422C
 Arlington Hghts, IL 60005

Account Balance: \$1,992.54
E-Debit: No

Date Printed: 07/19/2013

Account Status: O.K.

Per your request, a statement of account follows. Thank you. Resident Services (847)459-0000

Chronological History					
Date	Code	Description	Chg. Amount	Adj. / Credit Amount	Balance
04/22/2013	Chg LG	Recharge lgl per PM	75.00		1,992.54
03/05/2013	Cr AM	6 Mon Frclsr Assmts	-2,829.06		1,917.54
03/05/2013	Cr LT	6 Mn Frclsr Late Fee	-150.00		4,746.60
03/05/2013	Cr LG	Pre Frclsr Legal Fee	-1,848.75		4,896.60
01/25/2013	Chg LG	Prev Agnt BF-LG	1,848.75		6,745.35
01/25/2013	Chg LT	Prev Agnt BF-LT	225.00		4,896.60
01/25/2013	Chg AM	Prev Agnt BF-AM	4,671.60		4,671.60

51

1615 East Central Road Unit 1108 Sergio Ruiz Kachie Rodriguez Unknown Occupants	Assessments From: 01/01/2013 to 05/14/2013	File No: 212005-020	Case No: 13-MJ-709164	Related Cases: MF-014
Amounts Due				
Assessment	\$1,222.64	Forcible Dates:		
Notice & Demand	\$175.00	N&D Sent	03/06/2013	Judgment Obtained: Judgment 05/14/2013 Stay 07/14/2013 Write
Tract Search	\$40.00	Complaint	04/23/2013	
Review Search	\$35.00	Trial	05/14/2013	
Postage	\$6.11	Continuance		
Other Charge	\$0.00			
Total	\$1,478.75			
Amounts Received				
Assessments	\$2,175.51	Amount Paid	\$3,308.01	
Atty Fees	\$700.00	Date	06/17/2013	
Costs	\$432.50	Date Closed	06/17/2013	
Total	\$3,308.01			

Comments:

03/04/2013(MER) Review breakdown received and open new file: create spreadsheet and order tract search. 03/06/2013(MER) Receive and review tract book search: note foreclosure judgment not yet entered: prepare and send notice and demand letter. 04/17/2013(EMB) Send e-mail message to manager re no payments were received at our office and we will file suit unless notified by e-mail to stop: requested an updated account ledger to see if the notice and demand amount was paid. 04/19/2013(EMB) Received authorization to proceed: review ledger and no other payments were received; prepare complaint. 04/22/2013(STK) Review of pleadings prior to filing. 04/23/2013(JDG) File summons and complaint with clerk of court; place with sheriff for service. 05/03/2013(STK) Returned telephone call to the R. Ruiz but no one answered; did not leave message. 05/07/2013(STK) Telephone call from S. Ruiz to discuss the total due and asking if anything can be worked out before court; explained the possibilities: informed him that we would calculate the total and call him back; requested current account ledger; review of sheriff's records on-line and found service on all defendants; prepare affidavits. 05/08/2013(STK) Telephone call from the defendant and gave him the total that was now due of \$3,308.01 calculated as follows: assessments \$2,175.51; AF \$700; costs \$432.50; he will discuss with his wife and call back. 05/14/2013(STK) Court appearance before Judge Holtz and the defendants failed to appear; order for possession was entered for assessments from 1/1/13 5/14/13 \$2,175.51; AF \$700; costs \$432.50; stay expires 7/14/13. 05/14/2013(STK) Telephone call from S. Ruiz who thought the court appearance was tomorrow; he claims he tried calling back and was told that someone would call him back; informed him that I was the one speaking to him previously and he left no message for me; informed him that the order for possession was entered this morning with a 60 day stay period and that a letter would be sent to him. 06/17/2013(JDG) Receive and process defendant's cashier's check in the amount of \$3,308.01 to be applied as follows: assessments 1/1/13 - 5/14/13 \$1,919.40; N&D \$175; TBS \$40; review TBS \$35; postage \$6.11; AF \$700; costs \$432.50; balance due and owing -\$0-; close file; NO COST TO ASSOCIATION. Payments applied to: (J)=Judgment 06/17/13 \$3,308.01(J);

52

1515 East Central Road
 Unit 358A
 Alex Gold

Assessments From:
 02/01/2013 to 04/17/2013 212005.022

Related Cases:

Amounts Due		Forcible Dates:		Judgment Obtained:		Amount		Amounts Received	
Assessment	\$1,094.23	N&D Sent	04/19/2013	Judgment		\$0.00		Amount Paid	\$1,350.34
Notice & Demand	\$175.00	Complaint		Stay		\$0.00		Date	05/20/2013
Tract Search	\$40.00	Trial		Writ		\$0.00		Date Closed	05/20/2013
Review Search	\$35.00	Continuance				\$0.00			
Postage	\$6.11								
Other Charge	\$0.00								
Total	\$1,350.34								

Comments:

04/18/2013(MER) Review breakdown received and open new file, create spreadsheet and order tract search. 04/19/2013(MER) Receive and review tract book search: prepare notice and demand. 04/23/2013(JDG) Receive telephone call from unit owner who asked that demand and tract book search charges be waived; J declined his request and admonished him to pay by 5/27/13 or we would seek authorization from our client to file suit. 05/20/2013(MER) Receive and process payment from owner in the amount of \$1,350.34 as follows: \$1,094.23 assessments from 2/1/13-4/17/13; \$175 notice and demand; \$40 tract search; \$35 review search; \$6.11 certified postage; balance now due and owing is \$-0-; close file. NO COS TO ASSOCIATION

Payments applied to: (R)-Pre Judgment
 05/20/13 \$1,350.34(R).

1405 East Central Road
 Unit 105A
 Lorraine Socash

Assessments From:
 01/01/2013 to 04/17/2013 212005.024

Related Cases:

Amounts Due		Forcible Dates:		Judgment Obtained:		Amount		Amounts Received	
Assessment	\$1,550.06	N&D Sent	04/22/2013	Judgment		\$206.17		Amount Paid	\$1,600.00
Notice & Demand	\$175.00	Complaint		Stay		\$0.00		Date	06/25/2013
Tract Search	\$40.00	Trial		Writ		\$0.00		Date Closed	07/05/2013
Review Search	\$35.00	Continuance							
Postage	\$6.11								
Other Charge	\$0.00								
Total	\$1,806.17								

Comments:

04/18/2013(MER) Review breakdown received and open new file: create spreadsheet and order tract search. 04/22/2013(MER) Receive and review tract book search: prepare notice and demand. 05/09/2013(JDG) Receive defendant's check #1102 in the amount of \$1,200 to be applied as follows: assessments 1/1/13 - 4/17/13 \$1,550.06; N&D \$175; TBS \$40; review TBS \$35; postage \$6.11; balance due and owing \$606.17. 06/04/2013(EMR) Send e-mail message to manager that a payment was received at our office, with a balance still due and owing on the N&D and per the ledger, no payment was received at the office and we will file suit unless notified by e-mail to stop. 06/05/2013(EMR) Received e-mail from manager that she thought she had forwarded a partial payment to our office in May; replied that we did receive payment but there is still a balance due and owing on the judgment and asked for authorization to proceed with eviction. 06/17/2013(EMR) Received e-mail from manager asking if a new N&D for the remaining amount should be sent or would we be filing suit; replied that typically we would first file the eviction lawsuit, however, we could send a letter giving the owners a short period of time to pay the balance before we file the lawsuit. 06/19/2013(SIK) Review and revise letter to unit owner giving them 10 days to

53

pay the balance of the notice and demand letter plus assessments for May and June. 06/20/2013(STK) Telephone call from on-site office asking for the total due as the unit owner is in their office; informed manager of the total set forth in our letter yesterday which covered through June; send manager a copy of the most recent ledger but pointed out that this ledger also included July. 07/05/2013(EM) Review of account ledger and owner made a payment of \$400 on 6/25/13; send e-mail to manager that STK recommends that we close this file as only part of the attorney fees are due and owing; close file.
Payments applied to: (R)=Pre Judgment
05/09/13 \$1,200.00(R); 06/25/13 \$400.00(R);

1505 East Central Road
Unit 418
Arthur Salins

Assessments From: File No: Case No:
01/01/2013 to 05/08/2013 212005 026

Related Cases:

Amounts Due		Forcible Dates:		Judgment Obtained:		Amount		Amounts Received	
Assessment	\$1,054.88	N&D Sent	04/22/2013	Judgment		\$331.11		Amount Paid	\$1,256.10
Notice & Demand	\$175.00	Complaint		Say		\$0.00		Date	05/08/2013
Tract Search	\$46.00	Trial		Writ		\$0.00		Date Closed	06/17/2013
Review Search	\$35.00	Continuance				\$0.00			
Postage	\$6.11								
Other Charge	\$0.00								
Total	\$1,310.99					\$331.11			

Comments:

04/18/2013(VER) Review breakdown received and open new file; create spreadsheet and order tract search. 04/22/2013(VER) Receive and review tract book search; discussion with STK re certificate of death on joint tenant, Colleen Salins; prepare notice and demand only to A. Salins. 05/29/2013(STK) Review of e-mail from manager with a copy of an e-mail from the unit owner claiming that he always had automatic payments in the past and was never notified that he was delinquent; unit owner also claimed that he had left messages at our office that were not returned so he did not know how to make payments; unit owner stated that he had now set up automatic payments to begin on 5/1/13; send e-mail to manager saying that I had not had any contact with the unit owner and would speak to JDG when he returned from court; pointed out that our notice and demand did state that payments should be sent to our office; also responded that if the account was delinquent when referred for collection, the legal fees would be the owner's obligation; respond to e-mail from manager stating that we would contact the unit owner; conference with JDG. 05/29/2013(JDG) Telephone call to Salins who claims that he has been on auto-debit for five years and that when management charged he was taken off; also claims association had notice of his office address in Arizona and statements were never sent there; refuses to pay demand charges; claims he paid \$1,256 to association and that board will meet to discuss charges; granted extension to 6/7/13; recommend further settlement discussion with unit owner before any further action is taken. 05/31/2013(JDG) Receive and review e-mails from manager regarding payment alleged by Salins and they have no record of the same; telephone call to Salins and he will send documentation, e-mail to manager regarding same. 06/06/2013(JDG) Review e-mail from management and they have located defendant's \$1,256 payment and applied it to his account; issue of whether demand charges will be absorbed by management will be addressed at next board meeting; receive telephone call from unit owner and explained the same. 06/12/2013(EM) Review ledger and found a payment of \$1,256.10 on 05/08; from that payment was deducted the May assessment of \$251.22 and late fee of \$25; balance of \$979.98 was deducted from the N&D; calculate balance owed. 06/12/2013(EM) Send e-mail to manager that STK recommends that we close this file as only the attorney fees and late fees are due and owing; close file.

Payments applied to: (R)=Pre Judgment

05/08/13 \$1,256.10(R);

1515 East Central Road
Unit 3606
Stephen S. Jasinski
1515 E. Central Road Unit 3608

Assessments From:
11/01/2012 to 06/01/2013 212005.027

Related Cases:

Amounts Due		Forcible Dates:		Judgment Obtained:		Amounts Received	
Assessment	N&D Sent	04/22/2013	Judgment	Amount	Amount Paid	Amount	Amount Paid
Notice & Demand	\$175.00	Complaint	Stay	\$0.00	\$0.00	\$2,563.44	\$2,563.44
Tract Search	\$40.00	Trial	Writ	\$0.00	\$0.00	06/14/2013	06/14/2013
Review Search	\$35.00	Continuance		\$0.00	\$0.00	Date Closed	Date Closed
Postage	\$6.11						
Other Charge	\$0.00						
Total	\$1,904.12						

Comments:

04/18/2013(MER) Review breakdown received and open new file: create spreadsheet and order tract search. 04/22/2013(MER) Receive and review tract book search; discussion with STX re title information and LC as 1/2 interest; prepare notice and demand to be sent to Stephen at unit address and registered agent for LLC. 06/04/2013(EMB) Review ledger no payments have been received; send e-mail message to manager re no payments were received at our office and we will file suit unless notified by e-mail to stop. 06/07/2013(EMB) Review ledger no payments have been received; send e-mail message to manager re no payments were received at our office and we will file suit unless notified by e-mail to stop. 06/14/2013(JDG) Receive and process defendant's check in the amount of \$2,563.44 to be applied as follows: assessments 11/1/12 - 6/1/13 \$2,307.33; N&D \$175; TBS \$40; review TBS \$35; postage \$6.11; balance due and owing -\$0.; close file: NO COST TO ASSOCIATION. Payments applied to: (R)=Pre Judgment 06/14/13 \$2,563.44(R);

1405 East Central Road
Unit 206A
Edward L. Macjewski

Assessments From:
11/01/2012 to 04/17/2013 212005.029

Related Cases:

Amounts Due		Forcible Dates:		Judgment Obtained:		Amounts Received	
Assessment	N&D Sent	04/22/2013	Judgment	Amount	Amount Paid	Amount	Amount Paid
Notice & Demand	\$1,827.17	Complaint	Stay	\$2,083.28	\$0.00	\$0.00	\$0.00
Tract Search	\$40.00	Trial	Writ	\$0.00	\$0.00	Date Closed	Date Closed
Review Search	\$35.00	Continuance		\$0.00	\$0.00		
Postage	\$6.11						
Other Charge	\$0.00						
Total	\$2,083.28						

Comments:

04/18/2013(MER) Review breakdown received and open new file: create spreadsheet and order tract search. 04/22/2013(MER) Receive and review tract book search; prepare notice and demand. 05/03/2013(STK) Telephone call from the attorney representing the estate of the unit owner who died in 1/12; he will be sending us the probate information and stated that there might be a purchaser interested in the unit without having to list the unit for sale; will discuss the possibility of filing a probate claim rather than filing suit. 07/17/2013(EMB) Left message with Jeffrey McDonald, the attorney for the Estate of Edward Macjewski, re status of possible sale of this unit.

55

1615 East Central Road
 Unit 112B
 Bank of America, NA successor
 Countrywide Home Loans Service

Assessments From: File No: Case No: Related Cases:
 03/01/2013 to 06/18/2013 212005.030 MF-018

Amounts Due		Forcible Dates:		Judgment Obtained:		Amount		Amounts Received	
Assessment	\$1,054.64	N&O Sent	06/25/2013	Judgment		Assessments	\$1,310.75	Amount Paid	\$0.00
Notice & Demand	\$175.00	Complaint		Stay		Atty Fees	\$0.00	Date	
Treat Search	\$40.00	Trial		Writ		Costs	\$0.00	Date Closed	
Review Search	\$35.00	Continuance				Total	\$1,310.75		
Postage	\$6.11								
Other Charge	\$0.00								
Total	\$1,310.75								

Comments:

06/24/2013(MER) Review breakdown received and open new file: create spreadsheet and order tract search. 06/25/2013(MER) Receive and review tract book search: telephone call with lender's counsel to obtain copy of Order, sale & distribution report; update database and prepare notice and demand.

56