

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2010-050

AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT FOR
PROPERTY COMMONLY KNOWN AS THE FORMER CIRCUIT CITY LOCATED
ON THE EAST SIDE OF MILWAUKEE AVENUE IN THE MARKETPLACE AT
VERNON HILLS SHOPPING CENTER

THE 17TH DAY OF AUGUST 2010

Published in pamphlet form by the Authority
of the President and Board of Trustees of the
Village of Vernon Hills, Lake County,
Illinois, this 23rd Day of August 2010

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WHEREAS, the Village relies on sales tax as its main source of funding the Village's general financial obligations; and,

WHEREAS, the current economic conditions have severely impacted the retail industry and therefore the Village's main source of funding has been substantially reduced; and,

WHEREAS, the Village is concerned about maintaining the economic vitality of the Village's retail community; and,

WHEREAS, the former Circuit City building is vacant and located on an outlot in the Marketplace at Vernon Hills Shopping Center and; and,

WHEREAS, the building historically has produced stable and increasing sales tax revenue to the Village; and,

WHEREAS, the future owner of the former Circuit City building, 551 Vernon Hills, LLC, requested that the Village consider an economic incentive program to assist the owner in locating a CompUSA/Tiger Direct Store into the building; and,

WHEREAS, the Village expressed its willingness to participate in an economic incentive program, pursuant to State Statute (65 ILCS 5/8-11-20), in order to enhance the economic viability of the former Circuit City building and maintain the flow of sales tax dollars to the Village; and,

WHEREAS, without Village participation in the economic incentive program, the former Circuit City building would languish and remain vacant, further exacerbating the present economic concerns of the owner as well as the Village; and,

WHEREAS, State Statute 65 ILCS 5/8-11-20 authorizes the Village to enter into economic incentive agreements subject to the Village making certain findings of fact; and,

WHEREAS, the Village has made the required findings of fact as set forth below.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: ECONOMIC INCENTIVE FINDINGS. Pursuant to 65 ILCS 5/8-11-20, the Village makes the following finding of facts:

1. The Marketplace at Vernon Hills Shopping Center is currently developed with a retail shopping center;
2. The former Circuit City building is vacant and located on an outlot within the Marketplace at Vernon Hills Shopping Center;
3. The former Circuit City building has been vacant since January 1, 2009 resulting in the property being underutilized for a period of at least one year;
4. The economic incentive program is expected to create and retain job opportunities within the municipality, by providing a quality retailer in the former Circuit City building and the Shopping Center: CompUSA/Tiger Direct which will create job opportunities lost to the Village when the prior tenant filed for bankruptcy;
5. The economic incentive agreement will provide a solid anchor tenant in the Shopping Center thereby serving to further the development of the Shopping Center and adjacent retail shopping areas;
6. Without this economic incentive agreement, the owner has represented that it would not be able to attract CompUSA/Tiger Direct as a tenant in the former Circuit City building and the Shopping Center;
7. 551 Vernon Hills, LLC, the future owner of the former Circuit City building, meets high standards of creditworthiness and financial strength as demonstrated by specific evidence of equity financing for more than 10% of the total project costs;
8. Locating CompUSA/Tiger Direct in the former Circuit City building will strengthen the commercial sector of the Village, given the fact that the property is along Milwaukee Avenue (Route 21), being the center of the retail shopping area in the Village.
9. Filling the former Circuit City building with a high quality national tenant will enhance the tax base of the Village and will help to restore the financial base of the Village.
10. Entering into the economic incentive agreement is in the best interest of the Village as it is the only way to restore the economic viability of the former Circuit City building.

SECTION II. AUTHORIZATION TO EXECUTE AGREEMENT. At such time as the Village receives a copy of the fully executed CompUSA/Tiger Direct lease, the Village hereby authorizes the Village President and Village Clerk to execute the Economic Incentive Agreement (attached hereto as Exhibit "A") for the former Circuit City building in a form substantially similar to the copy attached, as more clearly depicted on the site and floor plans of the property (attached hereto as Exhibit "B").

SECTION III. SEVERABILITY. In the event that any section, clause, provision or part of this Ordinance shall be found and finally determined to be invalid by a Court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this Ordinance is found to be invalid in any one or more of its applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. REPEAL AND SAVINGS CLAUSE. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the Village of Vernon Hills prior to the effective date of this ordinance.

SECTION V. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

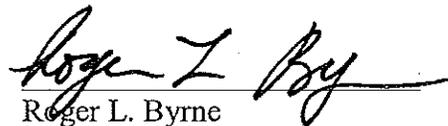
SECTION VI. ORDINANCE NUMBER. This ordinance shall be known as Ordinance Number 2010-050.

Adopted by roll call vote as follows:

AYES: 6 - Schwartz, Williams, Hebda, Koch, Marquardt, Schultz

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None


Roger L. Byrne
Village President

PASSED: 8/17/2010

APPROVED: 8/17/2010

PUBLISHED IN PAMPHLET FORM: 8/23/2010

ATTEST:



Michael Amison
Village Manager/Village Clerk



EXHIBIT A

ECONOMIC INCENTIVE AGREEMENT

EXHIBIT B

ELIGIBLE PROPERTY – SITE AND FLOOR PLANS

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

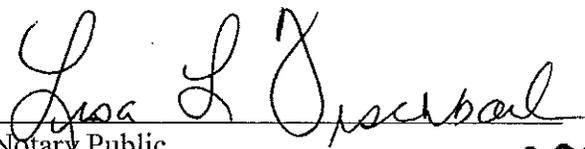
I, MICHAEL S. ALLISON, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE 2010-050, AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT FOR PROPERTY COMMONLY KNOWN AS THE FORMER CIRCUIT CITY LOCATED ON THE EAST SIDE OF MILWAUKEE AVENUE IN THE MARKETPLACE AT VERNON HILLS SHOPPING CENTER



MICHAEL S. ALLISON, VILLAGE CLERK

SUBSCRIBED AND SWORN to Before
Me this 23rd day of August, 2010





Notary Public



EXHIBIT A

ECONOMIC INCENTIVE AGREEMENT

08-20-2010
Sixth Draft

ECONOMIC INCENTIVE AGREEMENT BETWEEN
THE VILLAGE OF VERNON HILLS AND 551 VERNON HILLS, LLC

This Agreement to promote economic development ("Agreement") is made and entered into as of this 1st day of September, 2010, by and between the Village of Vernon Hills, organized pursuant to and deriving its authority from the Illinois Municipal Code ("Village") and 551 Vernon Hills, LLC ("Developer") (the Village and Developer are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party").

WITNESSETH

WHEREAS, this Agreement is entered into pursuant to the authority granted to municipalities pursuant to Section 65 ILCS 5/8-11-20 and other relevant provisions of the Illinois Municipal Code; and

- (1) The Circuit City building ("Circuit City") is currently vacant and has remained vacant for at least one year; and
- (2) The development of the Circuit City store (the "Project") on the Property is expected to create and/or return job opportunities within the municipality, which job opportunities were lost at the closing of the Circuit City Store in January of 2009;
- (3) Without the agreement, Developer will not make the required tenant improvements to attract Comp USA as a tenant and as a result the Project would not be possible;
- (5) Developer meets high standards of creditworthiness and financial strength as demonstrated by specific evidence of equity financing for not less than 10% of the total project costs;
- (6) The Project will strengthen the commercial sector of the municipality by filling the Circuit City store which is important space in a larger shopping center in the Village with a high class tenant, that will in turn attract other new tenants to the Village;

(7) The Project will enhance the tax base of the municipality by eliminating the vacancy of this building; and

(8) The agreement is made in the best interest of the municipality.

WHEREAS, the Property subject to this Agreement consists of the former Circuit City building, 551 N. Milwaukee Avenue, Vernon Hill, Illinois, located on an outlot east of Milwaukee Avenue (“Property”) in the Marketplace of Vernon Hills Shopping Center (“Shopping Center”) as more clearly identified in the shaded areas of the site plan attached as Exhibit “1”, and as legally described in Exhibit “2”; and

WHEREAS, Developer is the contract purchaser of the Property and will soon be the legal title holder of the Property; and

WHEREAS, the Circuit City building is vacant and the building historically has produced stable and increasing sales tax revenues to the Village; and

WHEREAS, given the current economy and the direct and immediate impact of bankruptcies on the retail tenancies in the main commercial retail core of the Village, the building has not attracted new tenants to replace the bankrupt tenant; and

WHEREAS, as a result, the Property has become economically challenged and in danger of remaining vacant; and

WHEREAS, Developer desires to execute a Lease with Comp USA (sometimes hereinafter referred to as “Comp USA” and/or “Store”) in the former Circuit City outlot building in the Shopping Center; and

WHEREAS, Developer proposes to renovate the building for COMP USA; and

WHEREAS, COMP USA intends to occupy the former Circuit City building in the Shopping Center; and

WHEREAS, renovation of the tenant space for COMP USA will increase the sales tax generated by the Shopping Center to the benefit of the Village and create job opportunities in connection with the renovation and re-tenancy of the outlot in the Shopping Center; and

WHEREAS the introduction of this Store will re-establish job opportunities in connection with the retail sales operation, many of which jobs may be filled by Village residents; and

WHEREAS, the introduction of this retail Store will further promote the economic development of the Property by providing it with a viable outlot tenant and further strengthen the retail shopping base in the Shopping Center and in the Village as a whole; and

WHEREAS, the costs of retrofitting and renovating makes the Project economically undesirable without the economic incentives provided for herein; and

WHEREAS, the Village has examined the creditworthiness of Developer pursuant to the requirements of 65 ILCS 5/8-11-20 (6) (c) and determined that it meets the standards of creditworthiness and financial strength; and

WHEREAS, the Village has examined the sales tax projections for the proposed COMP USA Store and concluded that the sales taxes generated will enhance the Village's tax base; and

WHEREAS, the Mayor and Village Board, after considering all the evidence, have determined that this Agreement is in the best interests of the Village and its residents.

NOW THEREFORE, the Parties hereby covenant and agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated herein as if set forth herein.
2. **Developer Agreement to Lease to COMP USA and to Renovate Space for the Purpose of Enabling COMP USA to Open a COMP USA Store.** Developer shall lease the former Circuit City's tenant space to COMP USA ("COMP USA Lease") and Developer shall renovate said space for the purpose of enabling COMP USA to open a COMP USA Store. The Store shall consist of approximately thirty three thousand (33,000) square feet of retail sales, stockroom area, and ancillary offices. This Agreement and the payments contemplated under this Agreement are subject to the condition that COMP USA operates the Store on the Property for not less than thirty (30) days after the opening to the public.
3. **Developer's Renovation for COMP USA.** Developer agrees to exercise its diligent efforts to complete the renovation of the Store on or before March 31, 2011. Developer shall provide the Village with a fully executed copy of the COMP USA Lease for the Store. The Village agrees to treat the lease as confidential commercial and financial information obtained from a business under the claim that the lease is furnished under a claim that it is proprietary, privileged and confidential and that disclosure of the lease would cause competitive harm to COMP USA, all pursuant to the Illinois Freedom of Information Act 5 ILCS 140/7 (g).

4. **Term.** The terms of this Agreement shall not become effective until and unless Developer provides the Village with a fully executed copy of the COMP USA Lease as indicated herein and COMP USA opens for business to the public, so long as COMP USA remains open for a period of at least thirty (30) days thereafter. The Village has the right to terminate this Agreement in the event COMP USA closes its Store at the Property for a period in excess of thirty (30) consecutive days and such closing is for reasons other than remodeling for a period of time not to exceed one hundred fifty (150) days unless otherwise agreed to by the Village and damage to the COMP USA Store as a result of a casualty (e.g fire or windstorm).

5. **Building Plans.** Developer or Comp USA shall pay the required permit fees and submit to the Village its remodeling construction documents (“Plans”) consistent with the applicable ordinances and regulations of the Village for the purpose of obtaining a building permit. This Agreement is subject to all permit fees being paid to the Village.

6. **Sales Tax Sharing.**

In order to make operating the Store on the Property economically feasible, including the retrofitting of the building, a portion of the State Sales Tax Revenue (as defined below) generated from the COMP USA Store and any expansion thereof (hereinafter collectively referred to as the “COMP USA Store”) shall be rebated by the Village to Developer pursuant to the statutory authority granted the Village. The total sales tax payments to be rebated shall not exceed an amount equal to Five Hundred Eighteen Thousand Dollars (\$518,000.00) net present value with net present value to be determined by applying a discount rate of five (5) percent per annum to the rebated sales tax payments. The date from which net present value is to be measured commences the

first day of the month after the store opens. Comp USA and the Developer agree to retrofit the interior of the building to: (a) eliminate a large portion of the current warehouse area to create additional sales floor as indicated on the attached preliminary floor plan (attached as Exhibit "3"); (b) build out a business to business sales area as indicated on the attached Exhibit "___"; (c) repair and replace the existing heating, ventilating and air conditioning system as necessary to make it operational and provide new ducting as appropriate based on the attached exhibit "___"; and (d) retrofit the interior of the sales floor area pursuant to plans to be submitted to the Village over the next ninety (90) days. The preliminary floor plan attached as Exhibit "3" is not intended to be a final agreed upon floor plan but does indicated Comp USA's current proposed plan. Comp USA and Developer shall submit a floor plan to the Village for its approval as part of its building permit application. Payments under this agreement are subject to the completion of the Work Plan.

7. **Rebate of Sales Tax Revenue and Outlot Restriction.** The obligation of the Village to rebate Sales Tax Revenue (as defined below) pursuant to the terms and conditions of this Agreement shall commence on the first day of the month following the date that the Store opens (so long as COMP USA remains open for a period of at least thirty (30) days thereafter) with the Sales Tax Revenue proceeds first received by the Village from the State of Illinois following the date taxable sales begin at the Store. Such date shall be referred to as the "Effective Date". The Parties acknowledge that the initial year of this Agreement shall consist of twelve (12) full calendar months, which may or may not be a calendar year. Thereafter, "Annual Sales" periods will consist of twelve (12) full calendar months. Such rebates will continue for each twelve-month period

thereafter, utilizing the formula shown in the following schedule: The first \$100,000.00 of sales tax generated from the Property and actually remitted to the Village each year shall remain with the Village. All the sales tax generated from the Property over and above \$100,000 each year and actually remitted to the Village shall be provided to Developer until a total net present value amount of Five Hundred Eighteen Thousand Dollars (\$518,000.00) has been repaid to Developer or 9 years from the date Comp USA opens for business, whichever occurs first.

8. **Method/Time of Payment.** After the Effective Date, the Village shall make sales tax rebates to Developer of any amount due within sixty (60) days of receipt by the Village from the State of the report of sales taxes generated from the COMP USA Store (which receipt is currently on a three month basis) ("Sales Tax Report"), so long as the Village has actually received the sales tax payments from the State. Payment by the Village shall be accompanied by a copy of the Sales Tax Report and a statement executed by an officer of the Village setting forth the calculation of such payment. The payments to Developer pursuant to the provisions contained in Paragraph 7 shall be based only on actual cash receipts by the Village of its share of sales tax revenues collected from the Property by the State of Illinois. In the event there is a discrepancy between the sales amounts reported on the Property's sales tax reports and the cash receipts amount received by the Village from the State of Illinois, the Village agrees to promptly investigate and, if appropriate, correct the error. There shall be no prepayment penalty in the event the Village elects to accelerate payments to Developer. The term "Sales Tax Revenue" used herein shall refer to the Village's share of the State of Illinois' Retailers' Occupation Tax collected by the Illinois

Department of Revenue, paid by and shown on a filed tax return of the tenants on the Property ("State Sales Tax").

9. **Changes in Law.** The Parties acknowledge that the agreement to distribute State Sales Tax Revenues as herein provided is predicated on existing law in the State of Illinois providing for the payment to Illinois municipalities of one percent (1%) of the taxable retail sales within each such municipality. The General Assembly of the State of Illinois, from time to time, has considered modifying or eliminating the distribution of State sales tax revenues to Illinois municipalities. The Parties desire to make express provision for the effect that such a change in state law would have upon the operation of this Agreement. Accordingly, the Parties agree that should the Illinois General Assembly hereafter and during the term of this Agreement eliminate the distribution of State sales tax revenues to Illinois municipalities, the Village shall not under any circumstances, be required to impose a municipal sales tax or other tax for the purpose of providing a source of funds for the eliminated State sales tax distribution, nor shall it be obligated to rebate any taxes to Developer, provided, however, that in the event that the Village does impose an additional municipal sales tax on the products and services sold by tenants of the Property that effectively provides a source of funds to replace the eliminated State sales tax, then in such case, the Parties agree to exercise their respective best efforts to make the appropriate equitable changes to this Agreement to carry out the intent of this Agreement, which is to share, in the manner set forth in Paragraph 7, the Sales Tax revenue made available to the Village and generated by the COMP USA Store.

In addition, the parties acknowledge that at some time in the future it is conceivable that in the event that the Village achieves home rule status, the Village may adopt a home rules sales tax. It is also conceivable that at some time in the future the Village may adopt a business district tax that includes this property. In the event either or both occur, neither of the taxes will be included within this economic incentive agreement and none of those taxes will be used to make the payments required by this Agreement.

10. Proof of Payment. Developer agrees to make a requirement of the COMP USA Lease that said tenant shall execute an Illinois Department of Revenue Form entitled "Authorization to Release Sales Tax Information to Local Governments" to permit the Illinois Department of Revenue to disclose to the Village the Village's share of sales tax received from the tenants signing said form and to furnish such other consents or waivers as may be required by the Illinois Department of Revenue to allow the Illinois Department of Revenue to furnish to the Village sales tax information concerning the tenants' respective businesses on the Property. Failure of any tenant to furnish said Authorization form to the State shall release the Village from its duty to share sales tax revenues for the non-submitting tenant until said form is furnished to the state. Upon furnishing said Authorization form to the state, sales tax sharing shall recommence. The Village may disclose information relating to proof of payment to the extent that, in the reasonable opinion of the Village's legal counsel, it is legally required to be disclosed. The Village shall notify Developer and the affected tenant within a reasonable time prior to disclosure and shall allow the tenants and Developer a reasonable opportunity to seek appropriate protective measures (subject to the disclosure requirements of the Illinois

Freedom of Information Act). Quarterly, to the extent permitted by law, the Village shall provide Developer with sufficient information to verify the amount of sales tax collected by the Village and attributable to sales by the COMP USA Store. If Developer has good cause to believe that the Village has under-reported sales tax revenues collected by the Village and attributable to sales by the COMP USA Store, then, in such case, Developer may retain an independent auditor, at Developer's, sole cost and expense, to verify such sales tax revenues so collected. In the event that such independent auditor determines that there is a discrepancy in sales tax revenues reported with respect to gross sales, of more than four percent (4%), then the amount of the sales tax rebates payable to Developer as a result of the discrepancy and all direct and reasonable costs and expenses incurred by Developer to retain the independent auditor to conduct the sales tax audit shall be promptly reimbursed to Developer by the Village. In the event that the Village shall provide Developer with sufficient information to verify that the amount of such sales tax rebate exceeded the amount which Developer was entitled to under this Agreement ("Excess Payment"), then Developer shall promptly refund the Excess Payment to the Village and if not promptly refunded by Developer then the Village may offset the Excess Payment against any future sales tax rebates payable to Developer.

11. **Abatement of Payment.** The obligation of the Village to make any rebates under this Agreement shall be abated during any period of time in which Developer is not in material compliance with each and every material covenant of this Agreement, including, without limitation, any applicable Village codes and ordinances and applicable state law. The Village shall give prompt notice to Developer specifying with particularity any claim that the Village may have that Developer is not in material compliance with any material

covenant of this Agreement so as to permit Developer to cure any such failure of material compliance and upon such cure the obligation of the Village to make rebates shall resume. In the event Developer fails to cure within forty-five (45) days, then Developer shall be in default of this Agreement and sales tax rebate payments shall terminate.

12. **Final Utilization of Economic Development Incentive.** Both Developer and the Village agree that this Agreement will result in substantially increased utilization of the Property to the benefit of both the Village and Developer. Both parties agree that upon payment of the sums stipulated in this Agreement unless otherwise provided in writing between the parties, there will be no further extension or amendment of this Agreement. The Village acknowledges that the economic incentive provided to Developer hereunder is a material inducement to Developer in improving the Property.

13. **Term of Agreement.** It is understood that this Agreement shall be effective as of the date COMP USA opens for business to the general public so long as COMP USA remains open for a period of more than thirty (30) days after it opens for business. This Agreement shall remain in full force and effect thereafter until it terminates pursuant to its terms. The delivery to Developer of an ordinance approving this Agreement is the Village's warranty that the subject Agreement has been duly approved and is enforceable against the Village in accordance with the terms herein contained. Developer understands and agrees that the provisions of this Agreement shall be a matter of public record, as shall any payments to Developer pursuant to this Agreement.

14. **Developer Warranties.** During the term of this Agreement, Developer warrants that all on-site and off-site improvement expense related to this remodeling shall be the

responsibility of Developer and the Village shall have no financial responsibility for such expenses.

15. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed by the Parties, each Party agrees to perform such acts as may be reasonably necessary to consummate the terms of this Agreement.

16 Limitation of Liability. As consideration for the execution of this Agreement by the Village, Developer hereby waives and releases forever any recourse under and upon any obligation, covenants or agreement of this Agreement, or for any claim based thereon or otherwise in respect thereof, against the Village's corporate officials, its officers, Village attorney and employees in any amount, and no liability, right or claim, at law or in equity, shall attach to or shall be incurred by the Village's corporate officials, its officers, Village attorney and employees on account of this Agreement.

17. Notices. Any notices required in this Agreement shall be effective when in writing in three (3) days after mailing by certified mail, return receipt requested, or on the next business day by delivering the same in person or to an officer of such party or by prepared telegram or private overnight courier, when appropriate, addressed to the party so notified.

All notices to the Village to be sent to:

Village of Vernon Hills
290 Evergreen Drive
Attention: Village Manager

With copies to:

Schain, Burney, Banks & Kenny, Ltd.
70 W. Madison Street, Suite 4500
Chicago, IL 60602
Attention: Robert C. Kenny

All notices to Developer to be sent to:

Robert Brownson/John McVickers
Oxford Real Estate Equities
2150 E Lake Cook Road, Suite 320
Buffalo Grove, IL 60089

With copies to:

Louis Schriber
c/o Oxford Real Estate Equities
2150 E. Lake Cook Road, Suite 320
Buffalo Grove, IL 60089

or to such other addresses as a party may designate for itself by notice given from time to time to the other parties in the manner provide herein.

18. Parties Bound. The Agreement shall be binding upon and inure to the respective legal representatives, successors, and assigns of the Parties.

19. Prevailing Law. This Agreement shall be governed; construed and enforced in accordance with the laws of the State of Illinois and the Parties covenant that venue shall be exclusively in the Circuit Court of the 19th Judicial Circuit, Lake County, Illinois.

20. Breach. Upon a breach of this Agreement, either of the Parties, by an action or proceedings, at law or in equity, may in addition to exercising any and all remedies available at law or in equity, secure the specific performance of the covenants and agreements herein contained. However, the Village's right to specific performance shall not include the right to require that the Store remain open.

21. Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the

other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

22. Term. Unless earlier terminated pursuant to the terms of this Agreement, this Agreement shall terminate nine (9) years from the Effective Date of this Agreement.

23. Assignment. Subject to the Village's prior written approval, which approval shall not be unreasonably withheld, the Developer shall have the right to assign the benefits of this Agreement, in whole or in part, to any person or entity acquiring a landlord's interest or an ownership interest in the COMP USA Store or the Additional Spaces. Any proposed assignee of any of Developer's obligations under this Agreement shall have the qualifications, financial ability, including sales tax generating ability as set forth in Section 4 of this Agreement, reputation and character necessary, adequate and desirable, in Village's reasonable judgment, to fulfill these obligations. The proposed assignee shall execute an assumption and assignment agreement agreeing to adhere to the terms and conditions of this Agreement, as they apply to said assignee, and shall submit such information, including financial information, as may be requested by the Village. Before any permissible assignment shall be of any force and effect, Developer shall give notice of such proposed assignment to the Village, and the Village Board shall have thirty (30) days to accept or reject such assignee in the exercise of its reasonable judgment. In the event the Village rejects such assignee, the Village shall state the reasons therefor. If the Village does not respond to the notice of such intended assignment within such thirty-day (30) period, such assignment shall be deemed to have been denied.

24. Pursuant to Illinois state statute, the Developer shall comply with the prevailing wage laws, which require all project that receive governmental funding to comply with the requirements, including but not limited to the reporting requirements, of the Illinois Prevailing Wage Act. Payments by the Village to the Developer shall not be made until full compliance with the Prevailing Wage Act has been achieved.

IN WITNESS WHEREOF, this Agreement has been duly authorized by the Village Board and by the Managing Member of 551 Vernon Hills LLC as of the date and year first above stated.

VILLAGE: Village of Vernon Hills,
an Illinois municipal
corporation

DEVELOPER: 551 Vernon Hills LLC,
an Illinois limited liability
company

By: Oxford Real Estate Equities, LLC
Its: Managing Member

By: [Signature]
Its: Mayor

By: [Signature]
Its: Managing Member

Attest:

By: [Signature]
Its: Village Clerk



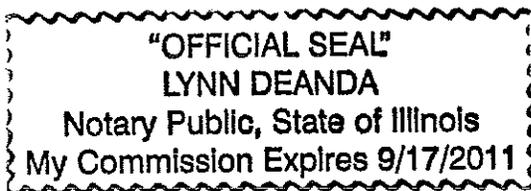
STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, then undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mayor Roger Byrne, as Mayor of the Village of Vernon Hills, Illinois, and Michael Allison, the Village Clerk of the Village of Vernon Hills, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said municipal corporation, respectively, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of September, 2010.

Lynn Deanda
Notary Public

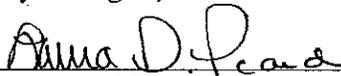
My Commission Expires:



STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

I, Laura D. Picard, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Robert S. Brownson, the Managing Member of 551 Vernon Hills LLC, an Illinois limited liability company, by Oxford Real Estate Equities, LLC, it's managing member personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

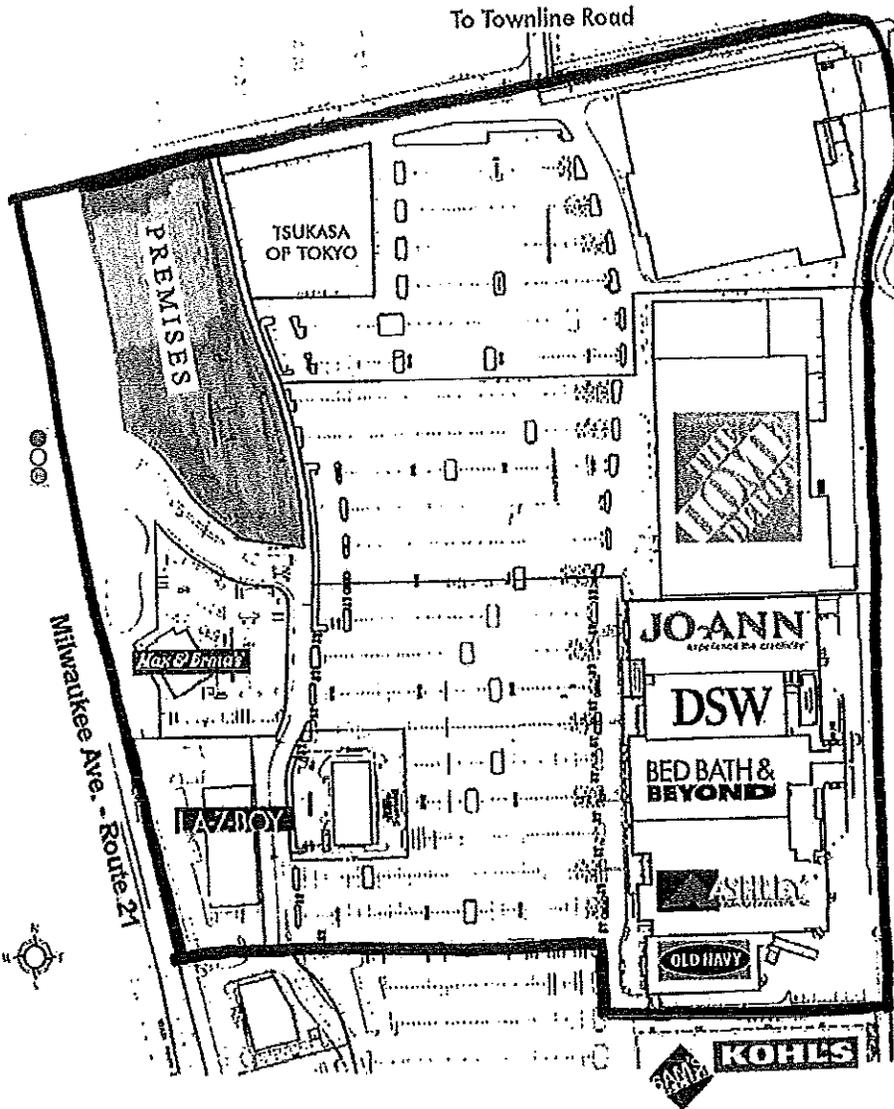
Given under my hand and notarial seal this 27th day of August, 2010.



Notary Public
My Commission Expires: 06/04/2013



EXHIBIT 1 SITE PLAN OF SHOPPING CENTER



Nothing contained herein shall be deemed a representation or warranty that (1) any indicated space is, has been, or will in the future be occupied, (2) any structure, parking area, or other item indicated hereon is or will be specifically as indicated. Drawings are not to scale and are intended only for general information purposes.

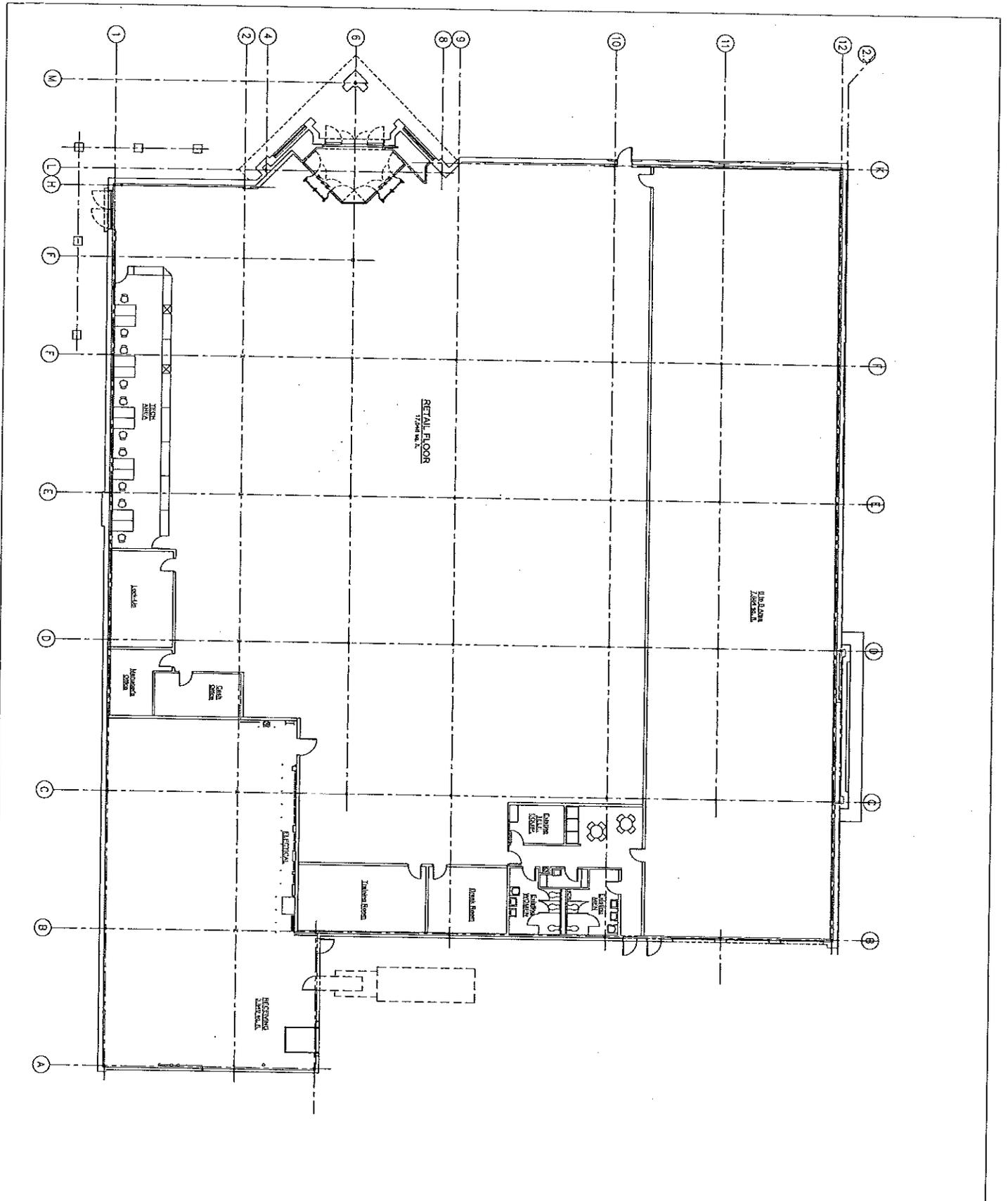
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Retail 24/7.

CBRE
CB RICHARD ELLIS

EXHIBIT 2
LEGAL DESCRIPTION OF PREMISES

OUTLOT 'A' IN THE MARKETPLACE AT VERNON HILLS SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 1993 AS DOCUMENT 3312952, IN LAKE COUNTY, ILLINOIS.

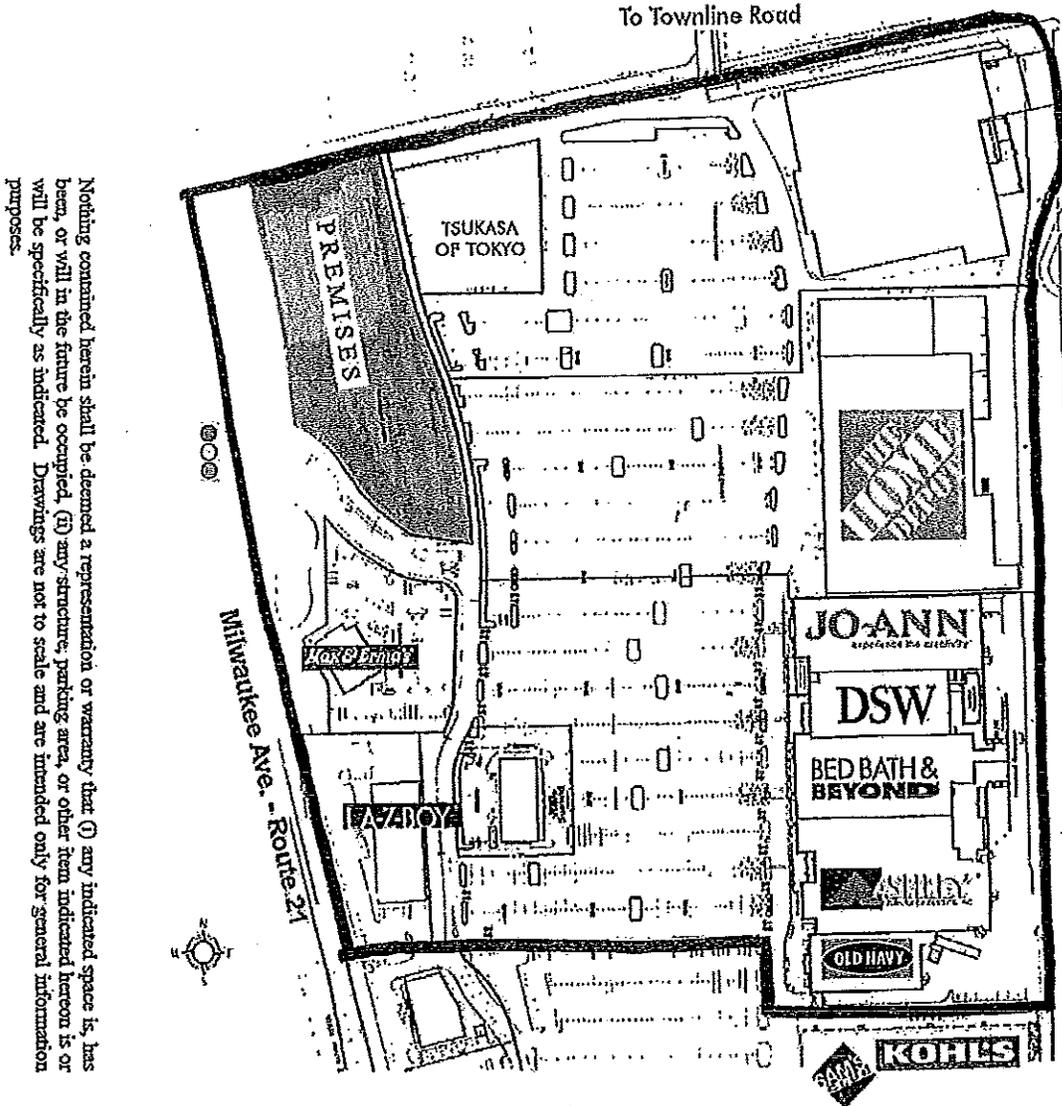


STORE NAME: Vernon Hills	
DRAWING TITLE: Merchandizing Plan	
ADDRESS:	REV:
SCALE: $\frac{1}{8}'' = 1'-0''$	DATE: 07/14/2010
SHEET: VH-A1	

EXHIBIT B

ELIGIBLE PROPERTY – SITE AND FLOOR PLANS

EXHIBIT B
SITE PLAN OF SHOPPING CENTER

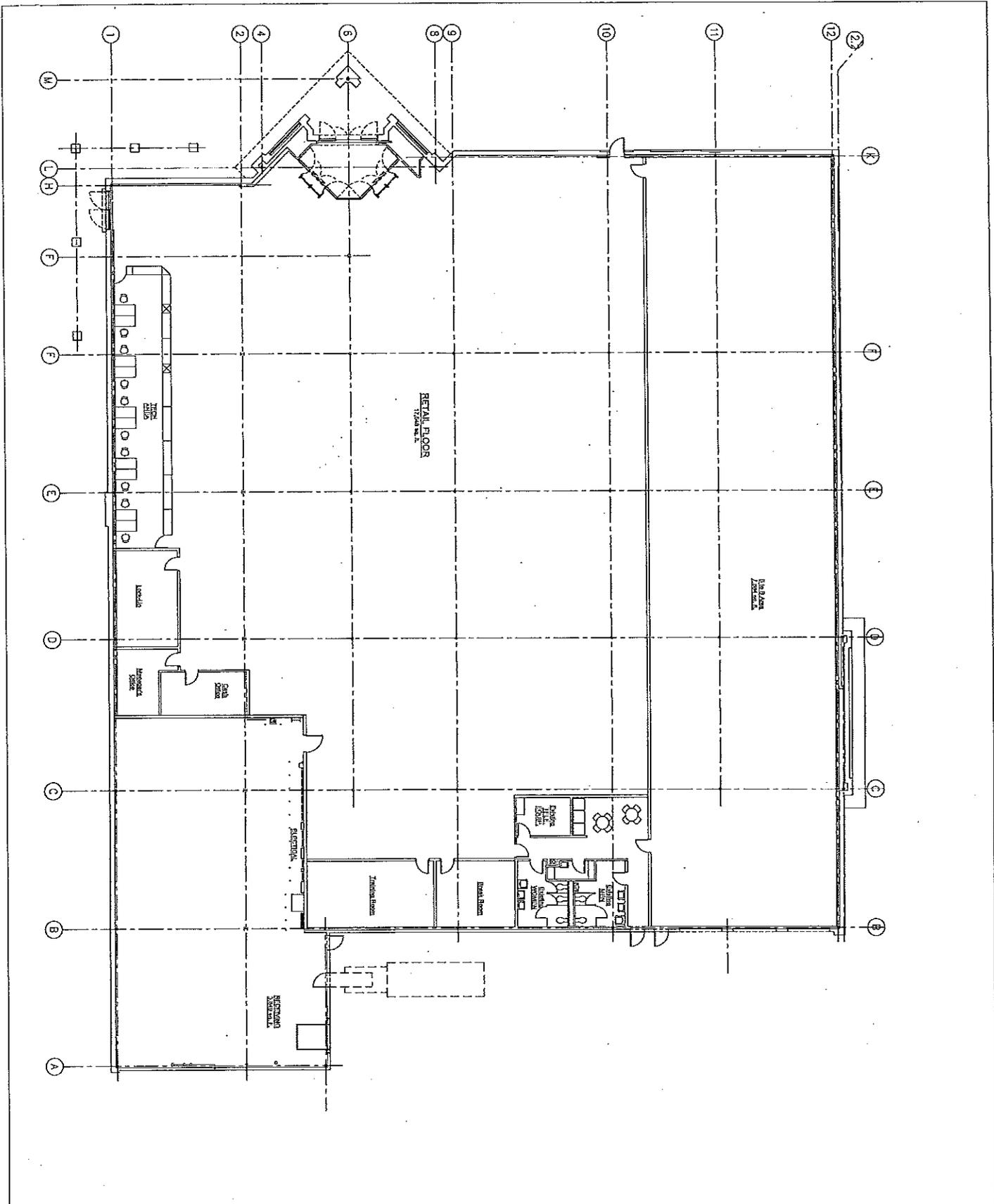


Nothing contained herein shall be deemed a representation or warranty that (i) any indicated space is, has been, or will in the future be occupied, (ii) any structure, parking area, or other item indicated herein is or will be specifically as indicated. Drawings are not to scale and are intended only for general information purposes.

© 2010 CB Richard Ellis, Inc. The information has been obtained from sources believed reliable. We have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. You and your advisors should conduct a careful, independent investigation of the property to determine its suitability for your needs. All marks displayed on this document are the property of their respective owners.

Retail 24/7.

CBRE
 CB RICHARD ELLIS



STORE NAME: Vernon Hills	
DRAWING TITLE: Merchandizing Plan	
ADDRESS:	REV:
SCALE: $\frac{1}{8}'' = 1'-0''$	DATE: 07/14/2010
SHEET: VH-A1	

EXHIBIT B

AFFIDAVIT OF SERVICE

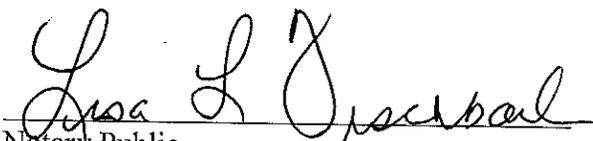
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, MICHAEL S. ALLISON, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE 2010-050, AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT FOR PROPERTY COMMONLY KNOWN AS THE FORMER CIRCUIT CITY LOCATED ON THE EAST SIDE OF MILWAUKEE AVENUE IN THE MARKETPLACE AT VERNON HILLS SHOPPING CENTER

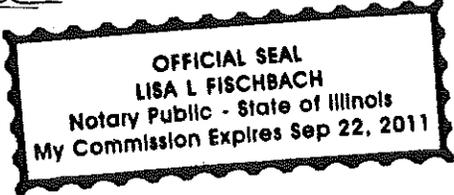


MICHAEL S. ALLISON, VILLAGE CLERK

SUBSCRIBED AND SWORN to Before
Me this 23rd day of August, 2010



Notary Public



Sara E.F. Gensburg, Ltd.
 Architectural Firm - Suite G
 1100 Northbrook Avenue, Suite 100
 Northbrook, Illinois 60062
 Phone: (847) 715-8281

COMP USA
 551 N MILWAUKEE AVE
 VERNON HILLS, ILLINOIS

Architect's Certification:
 I hereby certify that these plans and specifications have been prepared by me or under my direct supervision, and to the best of my knowledge comply with all applicable building codes of the Village of Vernon Hills, Illinois.

Signed:
 Sara E.F. Gensburg #001-010558 Exp. 11-30-2012
 Professional Design Firm
 Architect Corporation #184-003289 Exp. 04-30-2011

10-12-10 Sheet 1 of 4

A-1	General Notes/Legend, Key Plan
A-2	Floor Plan
A-3	Wall Sections
A-4	Room Finish Schedule, Door Schedule



Key Plan
 1/4" = 1'-0" North

Area of Work
 551 N Milwaukee Ave

FRAMING ONLY

General Notes

- Contractor shall field verify all dimensions and conditions shown on drawings prior to construction and shall notify Sara E.F. Gensburg, Ltd. of any discrepancies, omissions and/or conflicts.
- All partitions are dimensioned from finish face or shown to align level with the face of another partition, unless noted otherwise.
- General Contractor shall be responsible for the bracing and blocking of walls at door openings. All wood shall be fire retardant as per municipal code.
- Where new walls align and abut existing wall (drywall to drywall); remove existing corner bead tape and spackle juncture (3 coats minimum).
- Flash patch as required at any door frames which are to be set true, constant and level to ceiling line.
- Contractor shall be responsible for arranging with tenant and building management for handling and disposal of construction and demolition materials.
- All work shall conform to State, Municipal and all other local codes.
- All materials and equipment are to be new, unless noted otherwise, and construction, including workmanship, shall be of good quality and free from faults and defects.
- All new interior const. shall conform to Type 1, fire resistive construction, as required by the applicable Municipal Building Code.
- Existing walls to be patched as required for smooth, even finish. In addition, patch walls as required at areas of demolition to match adjacent finish and materials.
- All egress doors shall be readily operable from the side from which egress is to be made without the use of a key or special knowledge or effort. Door hardware shall have a shape that is easy to grasp and does not require tight grasping, pinching or twisting of the wrist to operate. Thumb turn dead bolts are not permitted.
- Do not scale drawings.
- Repair or patch all penetrations through rated assemblies.
- Any signage shall be under separate permit.
- All doors except for closets and mechanical rooms on the pull side of the door shall have a minimum maneuvering clearance of 18 inches from the latch side of the door to the wall and shall have a clear opening of 32 inches.
- All doors with both a latch and closer shall have a 12 inch clear space from the latch side of the door to the wall from the push side of the door.
- The tenant's name and suite number shall be posted on the rear door.

Code Review

Code Used: 2008 International Building Code w/ local amendments
 2004 Illinois State Plumbing Code w/ local amendments
 2005 National Electrical Code w/ local amendments
 1997 Illinois Accessibility Code
 2008 International Fire Prevention Code
 2008 International Mechanical Code
 2008 International Energy Conservation Code
 2008 International Property Maintenance Code
 2008 International Fuel Gas Code w/ local amendments
 2008 International Property Maintenance Code
 Village of Vernon Hills Zoning Ordinance
 General Code of Ordinances, Village of Vernon Hills

Use Group: B - Business / M-Merchandise / S-2 Storage

Floor Area: 32,024 S.F., Total
 Office (O): 10,220 S.F.
 Retail Area (R): 18,236 S.F.
 Stockroom (S-2): 3,448 S.F.

Construction Type: Type IIB (Existing)

Maximum Occupant Load: 725 people
 Office (O): 102 people (Based on 100 S.F. per person)
 Retail Area (R): 611 people (Based on 30 S.F. per person)
 Stockroom (S-2): 12 people (Based on 300 S.F. per person)

Sprinklered: Yes
 Fire Alarm: Yes

Electrical Notes

- All electric work must comply with applicable municipal electric codes.
- All wall mounted telephone and electrical outlets shall be mounted at height of 18" A.F.F. minimum.
- All electrical and/or telephone boxes on opposite faces of the same wall are to be staggered. Caulk for sound attenuation.
- Mount all switches at a height of 48" maximum.
- Existing electrical service to remain.
- All low voltage wiring to be installed under separate permit.

Plumbing Notes

- All plumbing work must comply with Illinois State Plumbing Code and all other applicable plumbing codes.

Mechanical Notes

- All mechanical work must comply with applicable codes.
- Rework mechanical as required to accommodate new buildout.
- Mechanical drawings, if req'd, shall be provided by mechanical contractor.

Fire Protection Notes

- All emergency lighting and exit signs shall have 1 1/2-hr. battery back-up to assure continued illumination of not less than 1 1/2-hr. in the event of primary power loss. Comply with National Electric Code.
- Drop sprinkler heads down into areas of new construction as req'd.
- Sprinkler drawings or hydrostatic calcs. shall be provided by sprinkler contractor under separate permit.
- Fire extinguishers to be provided as directed by the Fire Department.
- Drawings for fire alarm and/or detection system, if req'd, shall be provided by fire alarm contractor under separate permit.

Reflected Ceiling Notes

- The contractor shall exercise care and be responsible for any damage to existing conditions which are to remain.
- All new ceilings are to be constructed as indicated and in accordance with established building standards.
- Following construction of acoustical ceiling installation, all joints shall be straight, true to line, with exposed surfaces flush and level. All dirty or discolored surfaces of tile shall be cleaned or replaced, and left free of defects.

Symbols/Legend

	Existing Construction to Remain
	Existing Construction to be Removed
	New Wall Construction (see wall sections)
	Thermostat
	HVAC Supply Register
	HVAC Return Register
	Speaker
	Exit Sign (w/ 1 1/2-hr. battery backup or connect to 24 hr. emergency circuit)
	Exit Sign w/ Directional Arrow (1 1/2-hr. battery backup or connect to 24 hr. emergency circuit)
	Emergency Light (1 1/2-hr. battery back-up or connect to 24 hr. emergency circuit)
	Sprinkler Head
	Smoke Detectors
	Switch
	Three-Way Switch
	Dimmer / Rheostat Switch
	Incandescent Down Light Fixture
	Incandescent Vapor proof Light Fixture
	Incandescent Wall Washer Light Fixture
	Track Light Fixture
	Exhaust Fan
	Exhaust Fan with Light
	Electric Motor
	2 x 2 Fluorescent Light w/ (2) 40 Watt T8 Lamps
	2 x 4 Fluorescent Light w/ (4) 40 Watt Lamps
	1 x 4 Fluorescent Light w/ (2) 40 Watt Lamps
	2 x 4 Fluorescent Night Light
	Fluorescent Strip Light
	Ceiling Fan
	Intercom
	Intercom Speaker
	Fire Alarm Pull
	Audio and Visual (Strobe) Alarm
	Duplex Receptacle (wall mount)
	Double Duplex Receptacle (Quadruple)
	Duplex Receptacle with GFI Ground Fault Interrupter
	Separate Circuit Duplex Receptacle
	Duplex Receptacle (floor mount)
	Flexible Whip
	Junction Box
	Telephone Outlet (wall mount)
	Telephone Outlet (floor mount)
	Computer / Data Line
	Cable Television Outlet
	Power Pole
	Fire Extinguisher

NOTE: "E" Subscript denotes existing to remain
 "R" Subscript denotes existing to be relocated
 "N" Subscript denotes new
 "D" Subscript denotes demolition

Abbreviations

AC	Air Conditioning
A.F.F.	Above Finished Floor
CFM	Cubic Feet per Minute
C	Centerline
CG	Callout
C.O.	Ceiling Opening
C.O.	Cleanout
Conc.	Concrete
Cont.	Continuous
Const.	Construction
C.T.	Ceramic Tile
CW	Cold Water
Demo.	Demolition
D.F.	Drinking Fountain
Dia.	Diameter
DN	Down
D.S.	Down Spout
Drwg.	Drawing
E	Existing to Remain
EL	Elevation
Elev.	Elevation
Elec.	Electrical
EM	Emergency
Eq.	Equal
Exist.	Existing
F	Future
F.D.	Floor Drain
Fin.	Finish
FR	Floor
FSR	FSR/Floor Supply Register
FL	Fuel
Furn.	Furnished
Furn.	Furnace
GL	Glass
G.C.	General Contractor
GFI	Ground Fault Interrupter
H	High
H.C.	Hollow Core
Hdw.	Hardware
Ht.	Height
H.M.	Hollow Metal
HVAC	Heating, Ventilating & Air Conditioning
HW	Hot Water
HWH	Hot Water Heater
In.	Inches
Lam.	Laminated
Lav.	Lavatory
Max.	Maximum
Mech.	Mechanical
Min.	Minimum
Mir.	Mirror
N	New
NO	Not In Contract
NL	Night Light
No.	Number
N.T.S.	Not to Scale
Ø	Diameter
O.C.	On Center
O.H.	Overhead
Opp.	Opening
O.W.D.	Open Waste Drain
P.C.	Prime Contractor
P	Plate
P.Lam.	Plastic Laminate
Q.T.	Quarry Tile
R	Raised
RAG	Return Air Grille
Req'd	Required
S & R or R & S	Shelf and Roof Supply Air Grille
S.A.G.	Supply Air Grille
S.C.	Separate Circuit
S.C.	Solid Core
S.D.	Smoke Detector
SEFG	Sara E.F. Gensburg, Ltd.
S.F.	Square Feet
Sq.Ft.	Square Feet
SH	Sheet
T	Thermostat
Tel.	Telephone
Temp.	Temperature
U.N.O.	Unless Noted Otherwise
VOT	Verify Composition Title
V.I.F.	Verify In Field
W	With
W.C.	Water Closet
WSR	HVAC Wall Supply Register

DEMOLITION NOTES

1. THE WORK UNDER THIS PERMIT IS FOR INTERIOR DEMOLITION WORK ONLY. THERE IS NO STRUCTURAL DEMOLITION.
2. REMOVE ALL WALLS, DOORS AND FRAMES AS SHOWN.
3. DISCONNECT AND REMOVE ELECTRIC AND TELEPHONE OUTLETS IN WALLS TO BE DEMOLISHED, CUT FEED AT SOURCE.
4. DISCONNECT AND REMOVE PLUMBING FIXTURES AS SHOWN. CAP PLUMBING AS REQUIRED.

Starr E.F. Gensburg, Ltd.
 Architectural Firm
 1000 N. Milwaukee Ave.
 Vernon Hills, IL 60061
 Phone: (847) 718-8881

LEGEND

- DEMO WALL
- EXISTING WALL

COMP USA
 551 N MILWAUKEE AVE
 VERNON HILLS, ILLINOIS

ARCHITECT'S CERTIFICATION

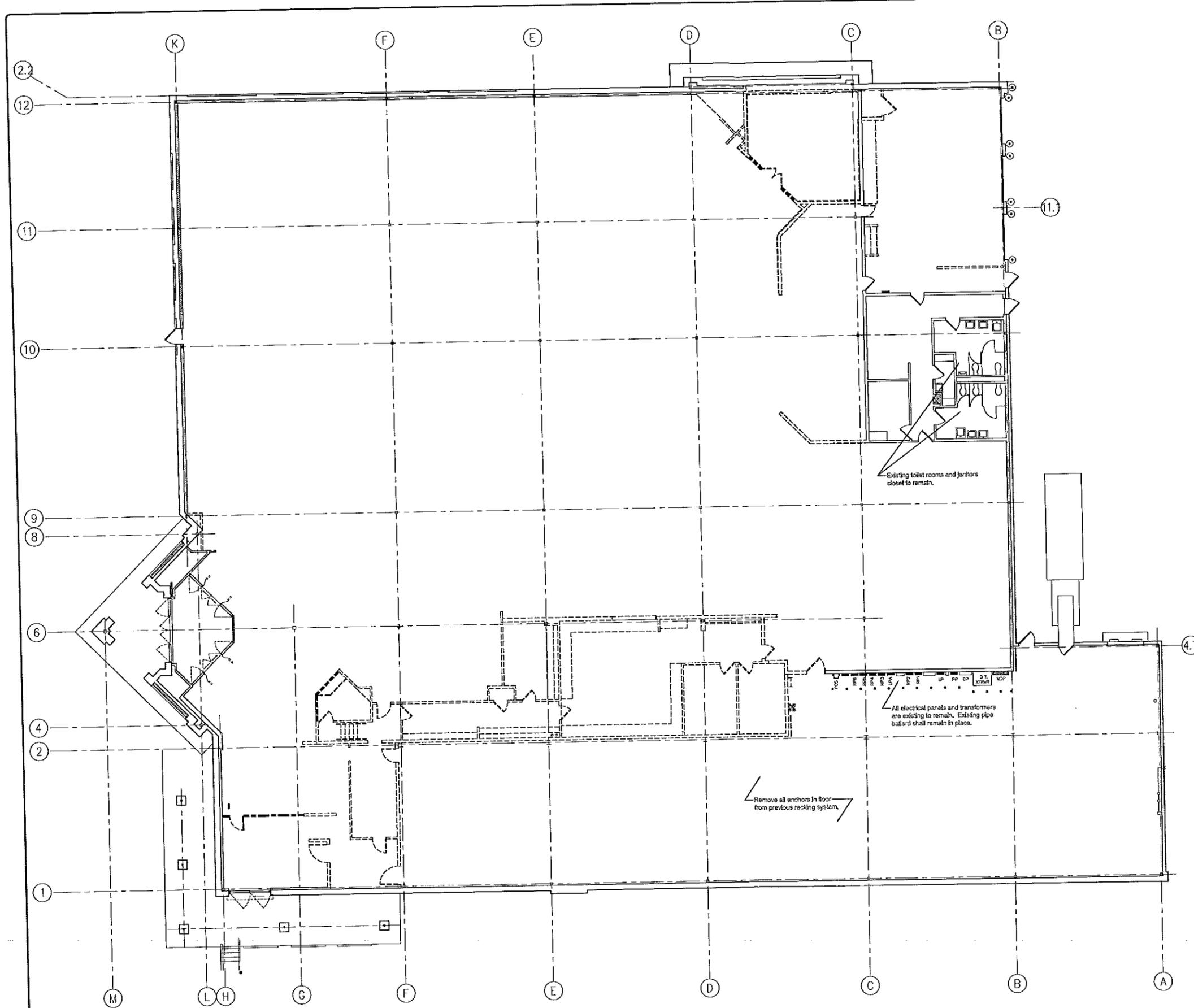
I hereby certify that these plans and specifications have been prepared by me or under my direct supervision, and to the best of my knowledge comply with all applicable building codes of the Village of Vernon Hills, Illinois.

Signed: _____
 State of Illinois License #001-010568 Exp. 11-30-2012
 Professional Design Firm
 Architect Corporation #114-003236 Exp. 04-30-2011

DATE	10/15/10
BY	Starr E.F. Gensburg, Ltd.
REVISIONS	
NO.	DESCRIPTION

SETO No	112226
Drawn	MSK
Checked	S.E.F.L.
Date	10-12-10
Sheet	1 of 1

A-1



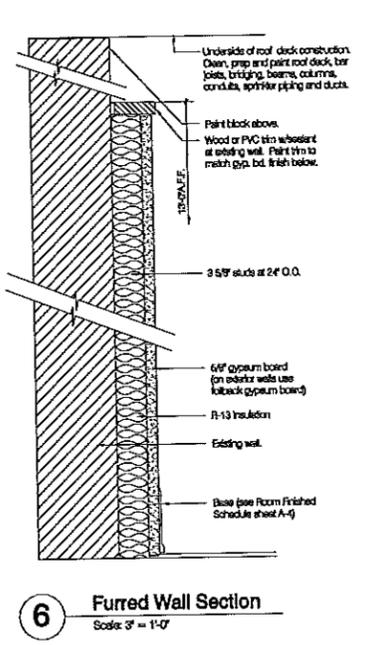
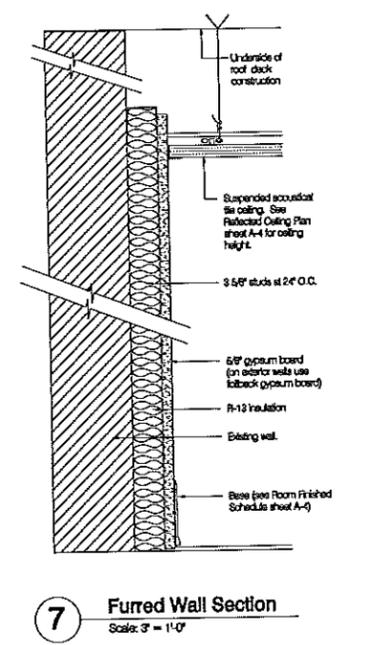
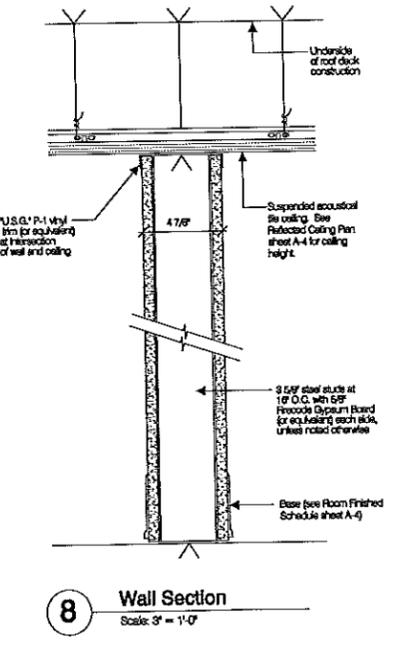
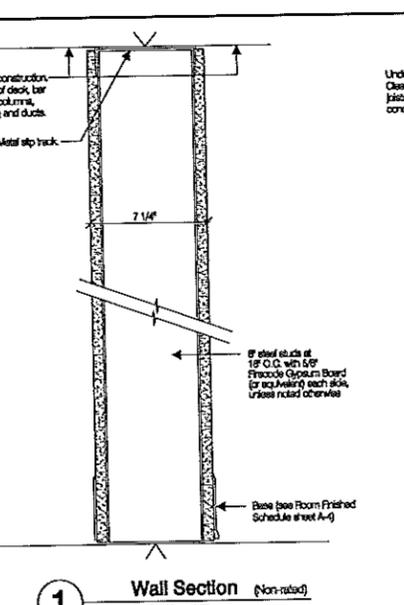
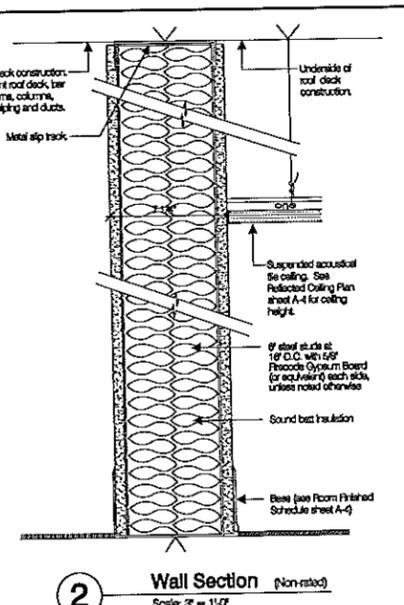
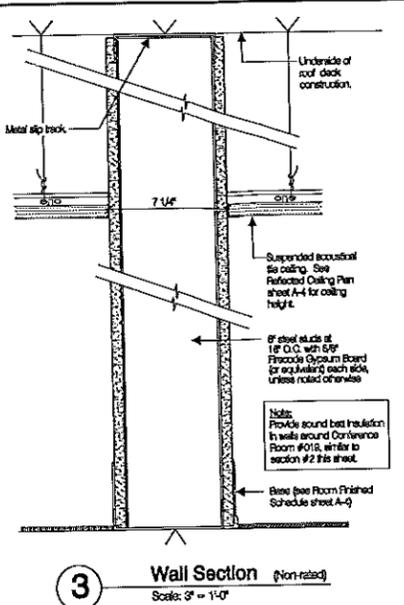
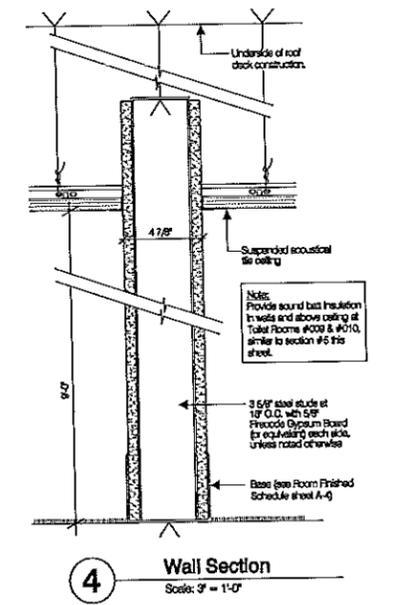
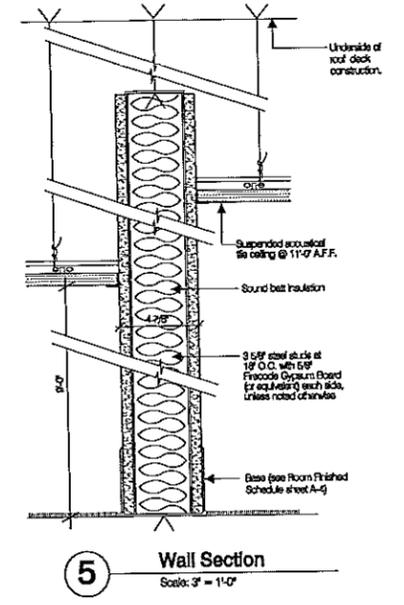
DEMOLITION PLAN
 SCALE: 1/8" = 1'-0" NORTH

Sara E. Glensburg, Ltd.
 Architectural Firm
 1000 North Lincoln Street
 Vernon Hills, Illinois 60061
 Phone: (847) 711-8881

COMP USA
 551 N MILWAUKEE AVE
 VERNON HILLS, ILLINOIS

Issue	
Date	11/20/10
By	
Check	
Approved for Project Framing Permit	

SECT
 11/20/10
 DRAWN
 HAT
 CHECKED
 S.E.P.D.
 DATE
 10-12-10
A-3
 Sheet 3 of 4



Room Finish Schedule

Room Number	Room Name	Floor	Base	Wall	Ceiling	Remarks
001	Vestibule					
002	Salas					
003	Secure Storage					
004	Secure Storage					
005	Receiving/Stockroom					
006	Office					
007	Employee Lounge					
008	Hall					
009	Men's Toilet Room					
010	Women's Toilet Room					
011	Hall					
012	Existing Women's Toilet Room					
013	Existing Janitor's Closet					
014	Existing Men's Toilet Room					
015	Existing Teleph. Closet					
016	Break Room					
017	Hall					
018	Storage Room					
019	Conference Room					
020	Training Room					
021	Open Office					
022	Office					
023	Office					
024	Office					
025	Vestibule					
026	Office					
027	Office					

Notes:

- All colors, styles and finishes to be approved by tenant.
- All floor imperfections shall be patched with professional floor patching material applicable to a retail store finished concrete quality. Concrete floor shall be diamond ground down and prepared for colored chemical acid dye. Floor surface to be sealed with manufacturer's hardener and polished to 800 grit. Color to be determined.
- Exposed bar joists and decking to be painted dry flat white.

Door Schedule

Door			Frame				Hwdr. Set	Remarks
Door	Type	Size	Matl	Finish	Matl	Finish		
①	Existing						Existing to remain.	
②	Existing						Existing to remain.	
③	Existing						Existing to remain.	
④	Flush	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ lockset and closer	
⑤	Flush	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ lockset and closer	
⑥	Flush	Pair of 3'-0" x 7'-0" (8'-0" opening)	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ lockset and closer	
⑦	Existing						Existing to remain.	
⑧	Existing						Existing to remain.	
⑨	Flush	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ lockset and closer	
⑩	Flush	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ lockset and closer	
⑪	Flush	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ closer	
⑫	Flush	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ privacy lock & closer	
⑬	Flush	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ privacy lock & closer	
⑭	Existing	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ lockset and closer	
⑮	Existing	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ lockset and closer	
⑯	Existing	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Push/Pull w/ closer	
⑰	Existing	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ lockset and closer	
⑱	Rebated	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Push/Pull w/ closer	
⑲	Existing	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Push/Pull w/ closer	
⑳	Existing						Existing to remain.	
㉑	Flush	3'-0" x 7'-0"	S.C. Wood	Stain	H.M.	Paint	Lever hdr., w/ lockset and closer	
㉒	Flush	Pair of 3'-0" x 7'-0" (8'-0" opening)	S.C. Wood	Stain	H.M.	Paint	Lever hdr., w/ closer	
㉓	Flush	3'-0" x 7'-0"	S.C. Wood	Stain	H.M.	Paint	Lever hdr., w/ closer	
㉔	Flush	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ closer	
㉕	Flush	Pair of 3'-0" x 7'-0" (8'-0" opening)	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ lockset and closer	
㉖	Flush	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ lockset and closer	
㉗	Flush	3'-0" x 7'-0"	S.C. Wood	Paint	H.M.	Paint	Lever hdr., w/ lockset and closer	
㉘	Flush	3'-0" x 7'-0"	S.C. Wood	Stain	H.M.	Paint	Lever hdr., w/ closer	
㉙	Flush	3'-0" x 7'-0"	S.C. Wood	Stain	H.M.	Paint	Lever hdr., w/ lockset and closer	
㉚	Flush	3'-0" x 7'-0"	S.C. Wood	Stain	H.M.	Paint	Lever hdr., w/ lockset and closer	
㉛	Flush	3'-0" x 7'-0"	S.C. Wood	Stain	H.M.	Paint	Lever hdr., w/ lockset and closer	

Notes:

- All hardware to be compliant with Minns Accessibility Code.

Interior Finishes: Class C

Material	Flame Spread	Smoke Developed
Carpet	45 Watts/Sq. ft.	200
VCT	20	450
Vinyl base	20	450
Paint	10	5
Acoustical tile	25	10
Wall Coverings	20	450

Notes:

- All interior finishes shall meet the requirements in IBC chapter 8 for Class C finishes.
- Maximum flame spread to be 200.
- Maximum smoke developed to be 450.

Sara E.F. Conshung, Ltd.
Architect
1000 North Dearborn Street
Northbrook, Illinois 60062
Phone: (847) 715-0881

COMP USA
551 N MILWAUKEE AVE
VERNON HILLS, ILLINOIS

No.	
Date	11-05-10
Scale	As Shown
Drawn by	
Checked by	
Approved by	

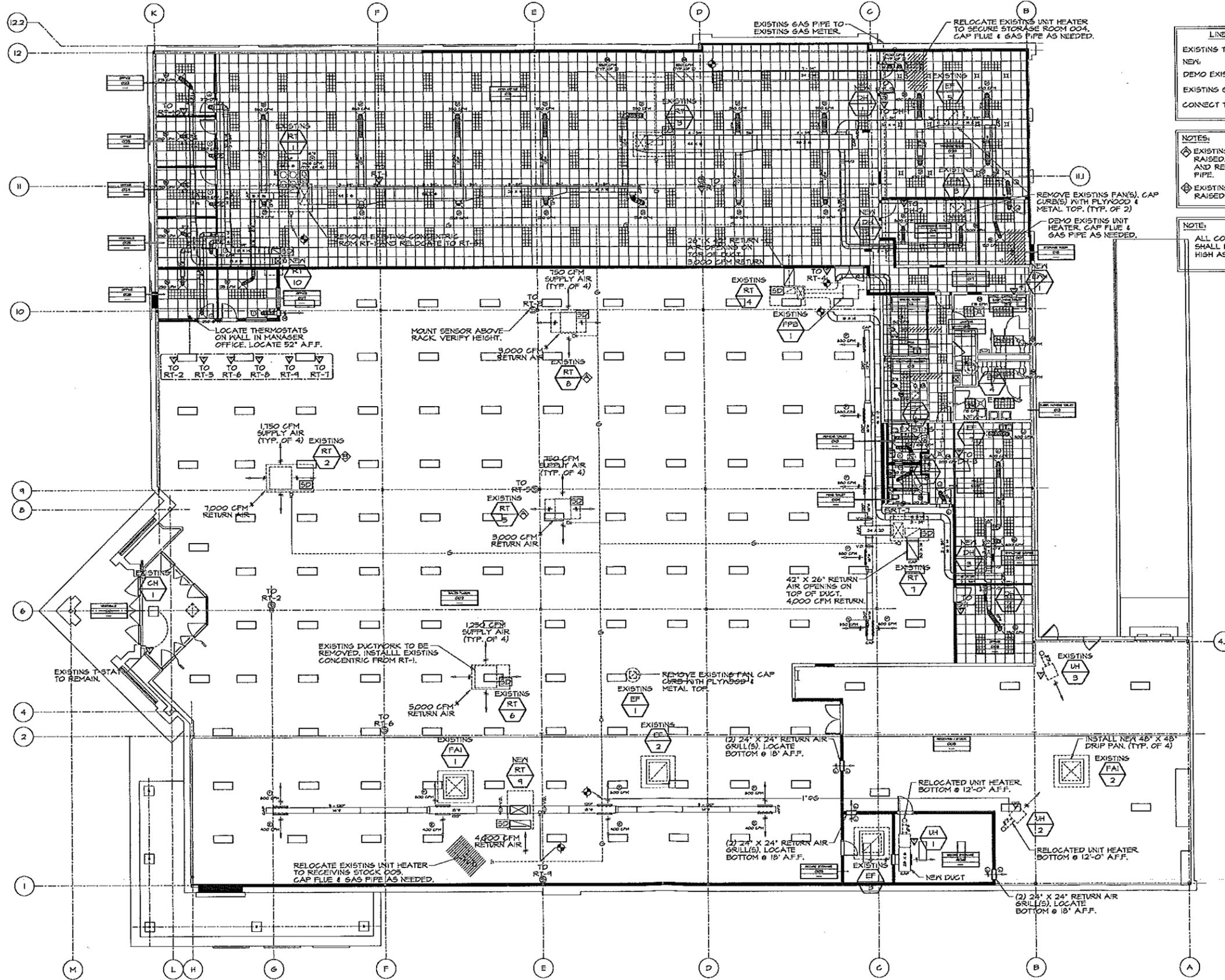
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Date: 10-15-10
Sheet 4 of 4

A-4

Tiger Direct

551 N. Milwaukee Avenue

Vernon Hills, Illinois



LINETYPE LEGEND

EXISTING TO REMAIN:	---
NEW:	—
DEMO EXISTING:	///
EXISTING GAS PIPE:	—G—
CONNECT TO EXISTING:	⊕

NOTES:

- EXISTING CONCENTRIC TO BE RAISED, DEMO EXISTING FLEX AND RECONNECT WITH HARD PIPE.
- EXISTING CONCENTRIC TO BE RAISED.

NOTE:

ALL CONCENTRIC PACKAGES SHALL BE MOUNTED AS HIGH AS POSSIBLE.

HVAC PLAN
SCALE: 1/8" = 1'-0"

NO.	DATE	REVISION

NO.	DATE	REVISION

CHAR-ENGINEERING
DESIGN, CONSTRUCTION, MAINTENANCE, ENERGY MANAGEMENT
 201 N. MILWAUKEE AVE. VERNON HILLS, ILLINOIS 60060
 PH: 847-540-1100 FAX: 847-540-1101
 WWW.CHAR-ENGINEERING.COM

TIGER DIRECT
 551 N. MILWAUKEE AVE.
 VERNON HILLS, IL
 HYAC PLAN

DATE	
BY	
APP'D	
SCALE	AS NOTED
PROJECT	
DATE	10/4/11

EXHIBIT 4

ROOFTOP UNIT SCHEDULE															
TAG	MFR	MODEL	TONS	CFM	ESP	COOLING CAPACITY (# BT/ST EA1)	HEATING BT/H		ELECTRICAL			WEIGHT	NOTES		
							INPUT	OUTPUT	VOLTS	PH	MCA			HP	
17	EXISTING	---	15.0	5,625	---	180,000	300,000	240,000	460	3	---	---	---	B	
18	EXISTING	---	11.5	7,000	---	210,000	400,000	320,000	460	3	---	---	---	B	
19	EXISTING	---	12.5	4,850	---	150,000	300,000	240,000	460	3	---	---	---	B	
20	EXISTING	---	7.5	2,360	---	40,000	250,000	200,000	460	3	---	---	---	B	
21	EXISTING	---	7.5	3,000	---	40,000	250,000	200,000	460	3	---	---	---	B	
22	EXISTING	---	12.5	5,000	---	150,000	300,000	240,000	460	3	---	---	---	B	
23	EXISTING	---	10.0	4,000	---	120,000	250,000	200,000	460	3	---	---	---	B	
24	EXISTING	---	7.5	3,000	---	40,000	250,000	200,000	460	3	---	---	---	B	
25	NEW	TRANE	YSC100E4SHB	10.0	4,000	1.0	112,140	250,000	200,000	460	3	26.5	2.45	1280 LBS.	1, 3, 6, B
26	NEW	TRANE	YSC046E4EHA	4.0	1,215	1.0	41,320	120,000	95,000	460	3	12.5	0.6	747 LBS.	1, 3, 6, B

NOTES:
 1. UNFITTED ROOF CURB
 2. INSULATED ROOF CURB
 3. ECONOMIZER
 4. 100% RELIEF HOOD
 5. 0-25% OUTSIDE AIR HOOD
 6. BAROMETRIC RELIEF HOOD
 7. THERMOSTAT
 8. PROGRAMMABLE THERMOSTAT
 9. LITESTAT
 10. OVERSIZED MOTOR (FIELD INSTALLED)
 11. GAS PRESSURE REGULATOR
 12. POWER EXHAUST

FAN / INTAKE SCHEDULE											
TAG	MFR	MODEL	CFM	ESP	RPM	ELECTRICAL			TYPE	NOTES	
						VOLTS	PH	FLA			
17	EXISTING	NOT USED	---	---	---	---	---	---	---	5	
18	EXISTING	NOT USED	---	---	---	---	---	---	---	2	
19	EXISTING	NOT USED	---	---	---	---	---	---	---	3	
20	EXISTING	---	450	---	---	---	---	---	---	6	
21	EXISTING	NOT USED	---	---	---	---	---	---	---	5	
22	EXISTING	---	900	---	---	---	---	---	---	6, 7	
23	NEW	GREENECK	6-085-E	300	125	1,050	115	1	1/40	ROOF	1, 2, 3, 7
24	NEW	GREENECK	6-085-E	300	125	1,050	115	1	1/40	ROOF	1, 2, 3, 7
25	EXISTING	NOT USED	---	---	---	---	---	---	---	4	
26	EXISTING	NOT USED	---	---	---	---	---	---	---	4	
27	EXISTING	NOT USED	---	---	---	---	---	---	---	3	

NOTES:
 1. GRAVITY BACKDRAFT DAMPER
 2. INSULATED ROOF CURB
 3. DISCONNECT SWITCH
 4. EXISTING TO REMAIN BUT NOT USED.
 5. REMOVE AND CAP
 6. INSPECT & PRESENT COST TO G.C. IF REQUIRED.
 7. HALL SWITCH BY E.C.

GAS-FIRED UNIT HEATER SCHEDULE									
TAG	MFR	MODEL	HEATING BT/H		ELECTRICAL			GAS CONNECT (IN)	NOTES
			INPUT	OUTPUT	VOLTS	PH	FLA		
17	EXISTING	REZNOR	5HS	100,000	80,000	120	1	---	1, 5, 6, B
18	EXISTING	REZNOR	FE	250,000	200,000	120	1	---	1, 5, 6
19	EXISTING	REZNOR	FE	250,000	200,000	120	1	---	1, 5, 6

NOTES:
 1. THERMOSTAT
 2. GAS PRESSURE REGULATOR (FIELD INSTALLED)
 3. VENT PRV TO ATMOSPHERE
 4. FAN/SWITCH
 5. POWER VENT
 6. SPARK IGNITION
 7. LITE STAT
 8. SEPARATED COMBUSTION

VENTILATION SCHEDULE @ RT-6														
ROOM NO.	ROOM NAME	ROOM DESCRIPTION	AREA (SQ. FT.)	PERSONS PER 1000 SQ. FT.	NUMBER OF PERSONS	REQUIRED OUTDOOR AIR PER PERSON	REQUIRED CFM			ACTUAL CFM			SYSTEM	NOTES
							O.A.	EXHAUST	SUPPLY	% O.A.	O.A.	EXHAUST		
001	VESTIBULE	*	*	*	*	*	*	*	*	*	*	*	CH-1	*INCLUDED IN SALES FLOOR 002
002	SALES FLOOR	OFFICE SPACES	20,575	7	143	20 CFM PERSON	2,800	N/R	26,000	25%	6,500	N/R	RT-2, 5, 6, 7, 8, 9	---
003	SECURE STORAGE	*	*	*	*	*	*	*	*	*	*	*	*UH-1	*INCLUDED IN SALES FLOOR 002
004	SECURE STORAGE	*	*	*	*	*	*	*	*	*	*	*	*UH-1	*INCLUDED IN SALES FLOOR 002
005	RECEIVING / STOCK	*	*	*	*	*	*	*	*	*	*	*	*UH-1	*INCLUDED IN SALES FLOOR 002
006	OFFICE	OFFICE SPACES	248	7	2	20 CFM PERSON	40	N/R	350	25%	88	N/R	UH-2 & UH-3	*INCLUDED IN SALES FLOOR 002
007	EMPLOYEE LOUNGE	OFFICE SPACES	310	7	4	20 CFM PERSON	80	N/R	800	25%	200	300	RT-4	---
008	HALL	CORRIDOR	83	N/R	N/R	0.05 CFM SQ/FT	4	N/R	200	25%	50	N/R	RT-4	---
009	MENS TOILET	TOILET SPACES	62	N/R	N/R	75 CFM FIXTURE (EXH)	N/R	75	100	25%	25	N/R	RT-4	---
010	WOMENS TOILET	TOILET SPACES	62	N/R	N/R	75 CFM FIXTURE (EXH)	N/R	75	100	25%	25	N/R	RT-4 & EF-5	---
011	HALL	CORRIDOR	130	N/R	N/R	0.05 CFM SQ/FT	7	N/R	100	25%	25	N/R	RT-4	---
012	EX. WOMENS TOILET	TOILET SPACES	160	N/R	N/R	75 CFM FIXTURE (EXH)	N/R	225	175	25%	44	250	RT-4 & EF-4	---
013	TELEPHONE CLOSET	OFFICE SPACES	115	7	1	20 CFM PERSON	20	N/R	150	25%	33	300	RT-4 & EF-6	---
014	EX. MENS TOILET	TOILET SPACES	160	N/R	N/R	75 CFM FIXTURE (EXH)	N/R	225	175	25%	44	250	RT-4 & EF-4	---
015	JANITOR	N/R	44	N/R	N/R	N/R	N/R	N/R	N/R	25%	N/R	N/R	N/R	---
016	BREAK ROOM	OFFICE SPACES	112	7	1	20 CFM PERSON	20	N/R	150	25%	33	N/R	RT-4	---
017	HALL	*	*	*	*	*	*	*	*	*	*	*	*	---
018	STORAGE ROOM	STORAGE ROOMS	135	N/R	N/R	0.15 CFM SQ/FT	20	N/R	150	25%	38	N/R	RT-3	*INCLUDED IN OPEN OFFICE 021
019	CONFERENCE ROOM	CONFERENCE ROOMS	250	50	*7	20 CFM PERSON	140	N/R	600	25%	150	N/R	RT-3	---
020	TRAINING ROOM	CONFERENCE ROOMS	405	50	7	20 CFM PERSON	140	N/R	1800	25%	450	N/R	RT-3	* HALF OCCUPANCY
021	OPEN OFFICE	OFFICE SPACES	6,005	7	42	20 CFM PERSON	841	N/R	7,100	25%	1,925	N/R	RT-1 & RT-3	---
022	OFFICE	OFFICE SPACES	152	7	1	20 CFM PERSON	20	N/R	275	25%	69	N/R	RT-10	---
023	OFFICE	OFFICE SPACES	120	7	1	20 CFM PERSON	20	N/R	250	25%	64	N/R	RT-10	---
024	OFFICE	OFFICE SPACES	120	7	1	20 CFM PERSON	20	N/R	250	25%	64	N/R	RT-10	---
025	VESTIBULE	CORRIDOR	120	N/R	N/R	0.05 CFM SQ/FT	6	N/R	250	25%	64	N/R	RT-10	---
026	OFFICE	OFFICE SPACES	120	7	1	20 CFM PERSON	20	N/R	250	25%	64	N/R	RT-10	---
027	OFFICE	OFFICE SPACES	120	7	1	20 CFM PERSON	20	N/R	250	25%	64	N/R	RT-10	---
TOTALS			30,521	134	214		4,518	600	31,110	25%	10,044	1,400		

ELECTRIC HEATER SCHEDULE											
TAG	MFR	MODEL	TYPE	KW	BT/H	STAGES	ELECTRICAL			NOTES	
							VOLTS	PH	FLA		
17	NEW	AJ WRIGHT	SJ	DUCT	10.0	84,144	2	460	3	---	1, 2, 3, 4, 5
18	NEW	AJ WRIGHT	SJ	DUCT	9.0	10,243	1	460	3	---	2, 3, 4, 5
19	NEW	AJ WRIGHT	SJ	DUCT	6.0	20,486	2	460	3	---	1, 2, 3, 4, 5
20	NEW	AJ WRIGHT	SJ	DUCT	9.0	10,243	1	460	3	---	2, 3, 4, 5
21	NEW	GMARK	GM8000	HALL	9.0	10,243	1	277	1	---	---
22	EXISTING	GMARK	---	CEILING	10.0	84,144	---	---	---	---	4, 6
23	EXISTING	TITUS	---	DUCT	9.0	10,243	---	---	---	---	4, 6

NOTES:
 1. 2 STAGE
 2. AIR FLOW SWITCH
 3. CONTROL TRANSFORMER
 4. REMOTE THERMOSTAT
 5. DISCONNECT
 6. V.I.F. EXISTING EQUIPMENT

GRILLE, REGISTER, & DIFFUSER SCHEDULE			
TAG	INLET/NECK SIZE	DESCRIPTION	TYPE
A	6"ø	LAY IN PLAQUE	SAD
B	8"ø	LAY IN PLAQUE	SAD
C	10"ø	LAY IN PLAQUE	SAD
D	12"ø	LAY IN PLAQUE	SAD
E	18" X 6"	SURFACE MOUNT	SAS
F	22" X 6"	SURFACE MOUNT	SAS
G	---	NOT USED	---
H	6"ø	LAY IN PLAQUE	RAD
I	8"ø	LAY IN PLAQUE	RAD
J	10"ø	LAY IN PLAQUE	RAD
K	12"ø	LAY IN PLAQUE	RAD
L	24" X 24"	SURFACE MOUNT	RAS
M	12" X 12"	SURFACE MOUNT	RAS
N	16"ø	LAY IN PLAQUE	RAD

TYPE:
 SAD = SUPPLY AIR DIFFUSER
 RAD = RETURN AIR DIFFUSER
 SAS = SUPPLY AIR GRILLE
 RAS = RETURN AIR GRILLE

GENERAL NOTES

- ALL DUCTWORK TO BE GALVANIZED SHEETMETAL & SIZED AND CONSTRUCTED IN ACCORDANCE WITH SMACNA AND ASHRAE STANDARDS FOR LOW PRESSURE DUCTWORK. DUCTS MUST BE SUPPORTED AT INTERVALS THAT DO NOT EXCEED 10 FEET IN LENGTH. FLEXIBLE DUCT CONNECTORS SHALL NOT EXCEED A LENGTH OF 14 FEET.
- ALL DUCT JOINTS, LONGITUDINAL AND TRANSVERSE BEAMS AND CONNECTIONS SHALL BE SEALED USING BASKETS, MASTIC, MASTIC PLUS-EMBEDDED-FABRIC SYSTEMS OR TAPE LISTED FOR THE MATERIALS INVOLVED IN THE INTENDED APPLICATION IN ACCORDANCE WITH UL 181A OR 181B. THE USE OF UNLISTED PRESSURE-SENSITIVE DUCT TAPE IS NOT PERMITTED AS A SEALANT FOR METAL-TO-METAL DUCT CONSTRUCTION SERVICE.
- DUCTS LOCATED IN UNCONDITIONED SPACES SHALL BE INSULATED TO A MINIMUM OF R-5. DUCTS LOCATED OUTSIDE THE BUILDING SHALL BE INSULATED TO R-8. INTERNALLY LINE ALL SUPPLY AND RETURN DUCTWORK WITH 1" THICK 3 LB. DENSITY DUCT LINER, LINING INCLUDING ADHESIVES, SHALL HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 25. TESTED IN ACCORDANCE WITH ASTM E 84 AND SHALL NOT FLAME, GLOW, SMOKE OR SMOKE WHEN TESTED IN ACCORDANCE WITH ASTM E 411 AT THE TEMPERATURES THEY ARE EXPOSED TO IN SERVICE. THE DUCT INSULATION WHICH IS EXPOSED TO THE AIR STREAM, MUST BE DURABLE WHEN TESTED IN ACCORDANCE WITH UL 181.
- EACH SYSTEM SHALL BE EQUIPPED WITH FILTERS. FILTERS SHALL BE INSTALLED IN THE RETURN AIR STREAM, UPSTREAM FROM ANY HEAT EXCHANGER OR COIL. FILTERS SHALL BE CONSTRUCTED TO ALLOW EVEN DISTRIBUTION OF AIR OVER THE ENTIRE FILTER AND SHALL BE UL APPROVED. ALL FILTERS SHALL BE LISTED AND LABELED. LIQUID ADHESIVE COATINGS USED ON FILTERS SHALL HAVE A FLASH POINT NOT LOWER THAN 325° F.
- INSTALL WHERE SHOWN MANUAL VOLUME DAMPERS IN BRANCH TAKEOFFS.
- LOCATION OF GRILLES, REGISTERS AND DIFFUSERS SHALL BE COORDINATED WITH LIGHTING LAYOUT.
- GAS PIPING TO BE SCHEDULE 40 BLACK IRON PIPE, WITH MALLEABLE FITTINGS FOR 2" AND UNDER, SCHEDULE #40 BLACK STEEL FLANG END PIPE WITH BUTT WELD FITTINGS FOR 2 1/2" AND LARGER BY PLUMBERS CONTRACTOR. ALL GAS VALVES MUST BE LISTED TO COMPLY WITH ASME B 6.9, ANSI 221.5 OR ASME B 16.33. THE SLOPE OF THE GAS PIPE SHALL BE 1/8" INCH IN 10 FEET. ALL GAS PIPING SUPPORTS & HANGERS SHALL HAVE SUFFICIENT STRENGTH TO WITHSTAND ANY ANTICIPATED STATIC & DYNAMIC LOADS & SHALL BE CONSTRUCTED OF APPROVED MATERIALS THAT DO NOT PROMOTE GALVANIC ACTION. ALL GAS PIPE SHALL BE SUPPORTED AT EVERY 10 FEET FOR PIPE WITH AN I.D. EQUAL TO 1 1/2" OR GREATER, AND EVERY 8 FEET FOR PIPE WITH AN I.D. LESS THAN 1 1/2". ALL GAS PIPE MUST CONFORM TO THE REQUIREMENTS OF THE INTERNATIONAL FUEL GAS CODE.
- ALL WORK SHALL COMPLY WITH THE VILLAGE OF VERNON HILLS CODES.
- POWER WIRING & DISCONNECTS BY ELECTRICAL CONTRACTOR.
- TEMPERATURE CONTROL WIRING BY MECHANICAL CONTRACTOR.
- ALL REQUIRED ROOF CUTTING SHALL BE DONE BY THE MECHANICAL CONTRACTOR.
- ROOF OPENINGS, FRAMES AND ROOFING BY GENERAL CONTRACTOR.
- FRESH AIR INTAKES TO BE LOCATED A MINIMUM OF 10'-0" FROM ANY BUILDING EXHAUST AND OR PLUMBING VENT STACKS.
- PRESSURE RELIEF DEVICES SHALL BE INSTALLED ON ALL SYSTEMS CONTAINING MORE THAN 20 LBS. OF REFRIGERANT.
- MECHANICAL CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR ALL EQUIPMENT.
- MECHANICAL CONTRACTOR SHALL GUARANTEE WORK FOR ONE (1) FULL YEAR AFTER THE WORK HAS BEEN COMPLETED.
- SMOKE DETECTORS SHALL BE INSTALLED IN THE RETURN AIR DUCT FOR ALL ROOFTOP UNITS THAT DELIVER 2000 CFM SUPPLY AIR OR GREATER. ALL SMOKE DETECTORS WILL BE FURNISHED AND WIRED BY THE FIRE ALARM CONTRACTOR. MECHANICAL CONTRACTOR SHALL RECEIVE DUCT DETECTOR FROM THE F.A. CONTRACTOR AND INSTALL THE SMOKE DETECTOR IN THE RETURN AIR DUCT. SMOKE DETECTORS SHALL CONFORM TO THE REQUIREMENTS OF THE INTERNATIONAL MECHANICAL CODE.

BY	
REVISION	
DATE	
NO	

BY	
REVISION	
DATE	
NO	

CHAR-ENGINEERING
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 WWW.CHAR-ENGINEERING.COM

HEATING - VENTILATION - AIR CONDITIONING - ENERGY MANAGEMENT

TIGER DIRECT
 581 N. HUNTER AVE
 VERNON HILLS, IL

NOTES & SCHEDULES

DATE
 DRAWN BY
 CHECKED BY
 APPROVED BY
 AS NOTED
 AS NOTED
 PER-SIT
 DATE
 10/24/11

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