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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ORIGINAL CONTRACTOR'S
CLAIM FOR
MECHANICS LIEN

Claimant, E. Anthony, Inc., an Illinois corporation ("Claimant"), with an address of 16533 S. Oak Park Avenue, Tinley Park, Illinois, 60477, hereby files its Original Contractor's Claim For Mechanics Lien on the Real Estate (as hereinafter described) and against the interest of the following entity in the Real Estate ("Owner"):



Doc#: 0719260087 Fee: \$37.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/11/2007 03:48 PM Pg: 1 of 23

RECORDER'S STAMP

Cody Properties, L.L.C., an Illinois Limited Liability Company

and any person claiming an interest in the Real Estate (as hereinafter described) by, through, or under Owner.

Claimant states as follows:

1. On or about March 7, 2002, and subsequently, Owner owned fee simply title to the Real Estate (as hereinafter described), including all land and improvements thereon, ("Real Estate") in Cook County, Illinois, commonly known as 8300 West 159th St., Orland Park, Illinois, 60477, and legally described as follows:

See attached **Exhibits A**.

The permanent real estate tax identification numbers for the Real Estate are 27-14-401-005-000, 27-14-401-015-000, and 27-14-401-024-000.

2. Claimant made a contract ("Contract") dated January 25, 2005 with Owner under which Claimant agreed to provide all necessary labor, materials, equipment and services to construct a new building and other improvements on the Real Estate. A copy of the Contract is attached hereto as **Exhibit B**.

3. The Contract was entered into and executed by Eugene Kowalski on behalf the Owner.

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4. Claimant made a subsequent agreement with Owner in the amount of \$7,800.00 to perform extra work in connection with painting of piping installed in various locations by Owner's vendors, which was outside the scope of the Contract ("Additional Painting Agreement"). A copy of the invoice and supporting documents memorializing the Additional Painting Agreement is attached hereto as **Exhibit C**.

5. Claimant last performed work under the Additional Painting Agreement on April 12, 2007.

6. As of the date hereof, there is due, unpaid, and owing to Claimant under the Additional Painting Agreement, after allowing all credits, the principal sum of \$7,800.00, which principal amount bears interest at the statutory rate of 10% per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$7,800.00 plus interest.

DATED: July 16, 2007

E. ANTHONY, INC.

By: 

EDWARD A. GIERCYZK,
President

This document has been prepared by
and after recording should be returned to:

Timothy E. Hoerman
CREMER, KOPON, SHAUGHNESSY & SPINA, LLC
180 North LaSalle Street, Suite 3300
Chicago, IL 60601

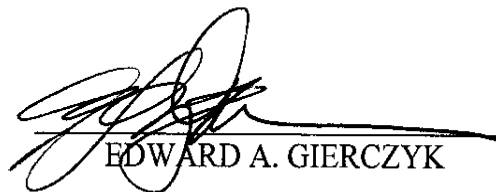
PIN(s): 27-14-401-005-000; 27-14-401-015-000; 27-14-401-024-000.

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) SS
COUNTY OF COOK)

VERIFICATION

EDWARD A. GIERCZYK, being first duly sworn on oath, states that he is President of Claimant, E. ANTHONY, INC., an Illinois corporation, that he is authorized to sign this Verification to the foregoing original Contractor's Claim for Mechanics Lien, that he has read the original Contractor's Claim for Mechanics Lien and that the statements contained therein are true.


EDWARD A. GIERCZYK

Signed and sworn before me
this 10 day of July, 2007.


NOTARY PUBLIC

166636_1.DOC



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06/27/2007

EXHIBIT A**LEGAL DESCRIPTION**

PARCEL 1: THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS HEREINAFTER DESCRIBED: BEGINNING AT A POINT 495 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14 AFORESAID; THENCE EAST 165 FEET TO A POINT; THENCE NORTH 262 FEET TO A POINT; THENCE WEST 165 FEET TO A POINT; THENCE SOUTH 262 FEET TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 5 FEET THEREOF CONVEYED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS & BUILDINGS BY DOCUMENT NUMBER 21310807, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A TRACT OF LAND IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 14 THAT IS 823.79 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 14, AND RUNNING THENCE NORTHERLY ALONG A STRAIGHT LINE WHOSE NORTHERN TERMINUS IS A POINT IN THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, AFORESAID LOCATED 823.90 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 14, A DISTANCE OF 481.19 FEET; THENCE WEST ALONG A LINE THAT IS 481.19 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 328.83 FEET; THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 219.19 FEET TO A POINT, SOUTH POINT BEING 495.01 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 14; THENCE EAST ALONG A LINE THAT IS 262.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 14, A DISTANCE OF 165.00 FEET; THENCE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 262.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 14, SAID POINT BEING 163.79 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG THE SAID SOUTH LINE OF SECTION 14, 163.79 FEET TO SAID POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PORTION ACQUIRED FOR WIDENING OF 159TH STREET), ALL SITUATED IN COOK COUNTY, ILLINOIS.



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AIA Document A111™ - 1997

Standard Form of Agreement Between Owner and Contractor
where the basis for payment is the **COST OF THE WORK PLUS A FEE** with a negotiated
Guaranteed Maximum Price

AGREEMENT made as of the Twenty-Fifth day of January in the year Two Thousand and Five
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

Cody Properties, L.L.C.
8485 West 159th Street
Tinley Park, Illinois 60477
Attn: Mr. Gene Kowalis

and the Contractor:
(Name, address and other information)

E. Anthony, Inc.
16553 South Oak Park Avenue
Tinley Park, Illinois 60477
Attn: Mr. Edward A. Gierczyk
Telephone Number: (708) 802-8230
Fax Number: (708) 802-8233

The Project is:
(Name and location)

New 2004 Lexus Dealership Facility
8300 West 159th Street
Orland Park, Illinois

The Architect is:
(Name, address and other information)

Healy, Bender & Associates, Inc.,
10331 South Helene Avenue
Naperville, Illinois 60564
Telephone Number: 630-904-4300
Fax Number: 630-904-1515

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

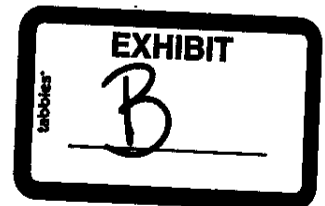
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is not intended for use in competitive bidding.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by the Associated General Contractors of America.



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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 15. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 4.2 The Contract Time shall be measured from the date of commencement.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirement for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion date

N/A

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time, or for bonus payments for early completion of the Work.)

N/A

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ARTICLE 5 BASIS FOR PAYMENT

§ 5.1 CONTRACT SUM

§ 5.1.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.2 The Contractor's Fee is:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee, and describe the method of adjustment of the Contractor's Fee for changes in the Work.)

Three Hundred Fifty Thousand Six Hundred Two Dollars and Zero Cents 00/100

§ 5.2 GUARANTEED MAXIMUM PRICE

§ 5.2.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed Twelve Million One Hundred Seventy Five Thousand Two Hundred Eighty Nine Dollars and Zero Cents (\$ 12,175,289.00), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

N/A

§ 5.2.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted Alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

1. Coordination and revisions made with the Architect through Value Engineering.
2. HVAC system redesign; Design/Build
3. Electrical system redesign; Value Engineering

§ 5.2.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
N/A		

§ 5.2.4 Allowances, if any, are as follows

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Allowance	Amount (\$ 0.00)	Included items
N/A		

§ 5.2.5 Assumptions, if any, on which the Guaranteed Maximum Price is based are as follows:

§ 5.2.6 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

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ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-1997.

§ 6.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-1997 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Section 7.3.6 of AIA Document A201-1997 shall have the meanings assigned to them in AIA Document A201-1997 and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-1997 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the terms "fee" and "a reasonable allowance for overhead and profit" shall mean the Contractor's Fee as defined in Section 5.1.2 of this Agreement.

§ 6.4 If no specific provision is made in Section 5.1 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 COST OF THE WORK

The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.2 LABOR COSTS

§ 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 14 the personnel to be included and whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.3 SUBCONTRACT COSTS

§ 7.3.1 Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ 7.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the

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completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

§ 7.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.

§ 7.5.3 Costs of removal of debris from the site.

§ 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 7.5.5 That portion of the reasonable expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the Owner.

§ 7.6 MISCELLANEOUS COSTS

§ 7.6.1 That portion of insurance and bond premiums that can be directly attributed to this Contract:

§ 7.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

§ 7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-1997 or other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17.1 of AIA Document A201-1997 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 7.6.6 Data processing costs related to the Work.

§ 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Contract Documents.

§ 7.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor in the performance of the Work and with the Owner's prior written approval; which approval shall not be unreasonably withheld.

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§ 7.6.9 Expenses incurred in accordance with the Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the Owner.

§ 7.7 OTHER COSTS AND EMERGENCIES

§ 7.7.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

§ 7.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.6 of AIA Document A201-1997.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recoverable by the Contractor from insurance, sureties, Subcontractors or suppliers.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include:

§ 8.1.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Sections 7.2.2 and 7.2.3 or as may be provided in Article 14.

§ 8.1.2 Expenses of the Contractor's principal office and offices other than the site office.

§ 8.1.3 Overhead and general expenses, except as may be expressly included in Article 7.

§ 8.1.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

§ 8.1.5 Rental costs of machinery and equipment, except as specifically provided in Section 7.5.2.

§ 8.1.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure to fulfill a specific responsibility of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

§ 8.1.7 Any cost not specifically and expressly described in Article 7.

§ 8.1.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons or entities from whom the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the

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Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 If a specific bidder among those whose bids are delivered by the Contractor to the Architect (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to, and shall be permitted to audit and copy, the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and the Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 PROGRESS PAYMENTS

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment to the Contractor not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Ten (10) days after the Architect receives the Application for Payment.

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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User Notes:

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§ 12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 add the Contractor's Fee, less retainage of ten percent (10%). The Contractor's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Section 5.1.2 or, if the Contractor's Fee is stated as a fixed sum in that Subparagraph, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 subtract the aggregate of previous payments made by the Owner;
- .5 subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation;
- .6 subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997; and
- .7 add the Contractor's General Conditions.

§ 12.1.8 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retainage of not less than ten percent (10%). The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontractors.

§ 12.1.9 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 12.2 FINAL PAYMENT

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 12.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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Document A201-1997 except that the term "Profit" shall be understood to mean the Contractor's Fee as described in Sections 5.1.2 and Section 6.4 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Agreement to a provision AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Prime Rate plus 2.00% monthly as listed in the Wall Street Journal

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 14.3 The Owner's representative is:
(Name, address and other information.)

Mr. Gene Kowalis
8505 West 159th Street
Tinley Park, Illinois 60477

§ 14.4 The Contractor's representative is:
(Name, address and other information.)

Mr. Edward A. Gierczyk
16553 South Oak Park Avenue
Tinley Park, Illinois 60477

§ 14.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 14.6 Other provisions:

N/A

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 15.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A111-1997.

§ 15.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 15.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated [redacted] and are as follows:

Document	Title	Pages
00800	Supplementary Conditions	9
00860	Drawing Index	3
00870	Room Finish Schedule	4

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§ 15.1.4 The Specifications are those contained in the Project Manual dated as in Section 15.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Specifications consisting of Divisions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15 & 16, as enumerated in Section 00800 - Supplementary Conditions.

§ 15.1.5 The Drawings are as follows, and are dated September 27, 2004 unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Drawings consisting of Sheets T-1.0 of 1, C-1 through C-7 of 7, A-1.0, A-1.1, A-2.0 through A-2.9, A-3.0, A-3.1, A-4.0, A-5.0 through A-5.4, A-6.0 through A-6.7, A-7.0, A-7.1 through A-7.3, A-8.0, A-8.1 of 34; S-1.0, S-1.1, S-2.0 and S-3.0 of 4; P-1.1 through P-1.4, P-2.1 and P-2.2 of 6; FP-1.1 through FP-1.5 of 4; M-1.1 through M-1.3, M-2.1 through M-2.4, M3.1 and M-3.2 of 9; E-0.1, E-1.1 through E-1.5, E-2.1 through E-2.4, E-3.1 through E-3.4 of 14.

§ 15.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum No. 1	October 18, 2004	26
Addendum No. 2	October 19, 2004	7
Addendum No. 3	October 21, 2004	1
Addendum No. 4	October 21, 2004	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 15.

§ 15.1.7 Other Documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents, such as a list of alternates that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit A - E. Anthony, Inc. letter dated 1/25/05, 5 pages.

ARTICLE 16 INSURANCE AND BONDS

(List required limits of liability for insurance and bonds. AIA Document A201-1997 gives other specific requirements for insurance and bonds.)

Type of insurance: Sec E. Anthony, Inc. Certificate of Insurance as submitted Limit of liability (\$ 0.00)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.


OWNER (Signature)


CONTRACTOR (Signature)

Gene Kowalis
OWNER (Printed name and title)

Edward A. Gierczyk, President
CONTRACTOR (Printed name and title)

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EXHIBIT A



E. ANTHONY, INC.
Complete Construction Services

Phone (708) 802-8230
Fax (708) 802-8233

January 25, 2005

Healy, Bender, & Associates
10331 South Helene Avenue
Naperville, Illinois 60564

Attn: Mr. Henry Pittner

Re: New Lexus of Orland Auto Dealership
Orland Park, Illinois
Contract Qualifications

RECEIVED

JAN 25 2005

Healy, Bender & Associates, Inc.

Gentlemen,

Please review the attached "Bid Qualifications" associated with our Base Bid of twelve million one hundred seventy five thousand two hundred eighty nine and 00/100 dollars (\$12,175,289.00) for the above referenced project. Per your request, we are providing this information for incorporation into the Owner / Contractor contract documents as Exhibit "A".

Thank you for your cooperation on this matter.

Respectfully Submitted,

Frank J. Russo
E. Anthony, Inc.

FJR/hs

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January 25, 2005
 Lexus of Orland; Bid Qualifications
 Mr. Henry Pittner
 Page - 2 -

1. Bid is based on the following list of plans and specifications prepared by Healy, Bender & Associates, Inc. and r.l. millies & associates, inc.; Project# 9-303-248 and JAS Associates, Inc.; Project # 2003-45, 332:

<u>SHEET #</u>	<u>DESCRIPTION</u>	<u>DATE</u>
C-1	Civil Title Sheet	09-24-04
C-2	Site Utility Plan	09-24-04
C-3	Site Grading Plan	09-24-04
C-4	Sanitary Profile & Details	09-24-04
C-5	Erosion Control Plan	09-24-04
C-6	Village Details	09-24-04
C-7	General Notes & Specifications	09-24-04
T-1.0	Title Sheet	09-27-04
A-1.0	Site Plan & Details	09-27-04
A-1.1	Landscape Plan & Details	09-27-04
A-2.0	Unit A - First Floor Plan & Details	09-27-04
A-2.1	Unit B - First Floor Plan & Code Summary	09-27-04
A-2.2	Unit A - Second Floor Plan & Details	09-27-04
A-2.3	Wall Type Sections	09-27-04
A-2.4	Door Schedule, Hollow Metal Frame Schedule & Details	09-27-04
A-2.5	First & Second Floor Aluminum Frame Schedule	09-27-04
A-2.6	Stair Sections, Detail	09-27-04
A-2.7	Stair Section, Elevator Section	09-27-04
A-2.8	Unit A - Roof Plan & Details	09-27-04
A-2.9	Unit B - Roof Plan & Details	09-27-04
A-3.0	Exterior Elevations	09-27-04
A-3.1	Exterior Elevations, Details	09-27-04
A-4.0	Building Sections	09-27-04
A-5.0	Wall Sections & Details	09-27-04
A-5.1	Wall Sections & Details	09-27-04
A-5.2	Wall Sections & Details	09-27-04
A-5.3	Wall Sections & Details	09-27-04
A-5.4	Wall Sections & Details	09-27-04
A-6.0	Interior Elevations & Details	09-27-04
A-6.1	Millwork Elevations & Details	09-27-04
A-6.2	Millwork Elevations & Details	09-27-04
A-6.3	Unit A - First Floor Tile Patterns Plan & Details	09-27-04
A-6.4	Unit B - First Floor Tile Patterns Plan & Details	09-27-04
A-6.5	Unit A - Second Floor Tile Pattern Plan & Enlarged Tile Pattern	09-27-04
A-6.6	Unit A - Enlarged Floor Tile Pattern Plans & Details	09-27-04
A-6.7	Unit A - Enlarged Floor Tile Pattern Plans, Elevations & Details	09-27-04
A-7.0	Unit A - First Floor Reflected Ceiling Plan	09-27-04
A-7.1	Unit A - Second Floor Reflected Ceiling Plan & Details	09-27-04
A-7.2	Unit A - Ceiling Details	09-27-04
A-7.3	Unit A & B - Ceiling Details	09-27-04
A-8.0	Car Wash & Detailing Building - Elevations, Foundation, Floor, Roof Framing & Roof Plans	09-27-04
A-8.1	Car Wash & Detailing Building - Wall Sections, Details, Reflected Ceiling Plan	09-27-04

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January 25, 2005
 Lexus of Orland; Bid Qualifications
 Mr. Henry Pittner
 Page - 3 -

S-1.0	Unit A - Foundation Plan, Pier Footing Schedule	09-27-04
S-1.1	Unit B - Foundation Plan, Details	09-27-04
S-2.0	Low Roof / Second Floor Framing Plan & Details	09-27-04
S-3.0	High Roof Framing Plan	09-27-04
P-1.1	Unit A - 1 st Floor Plan - Plumbing	09-27-04
P-1.2	Unit B - 1 st Floor Plan - Plumbing	09-27-04
P-1.3	Unit A - 2 nd Floor Plan - Plumbing	09-27-04
P-1.4	Car Wash & Detail Building - Plumbing	09-27-04
P-2.1	Schedules, Details, Symbols & Notes	09-27-04
P-2.2	Riser Diagrams	09-27-04
FP-1.1	Unit A - 1 st Floor Plan - Fire Protection	09-27-04
FP-1.2	Unit B - 1 st Floor Plan - Fire Protection	09-27-04
FP-1.3	Unit A - 2 nd Floor Plan - Fire Protection	09-27-04
M-1.1	Unit A - 1 st Floor Plan - Ductwork	09-27-04
M-1.2	Unit B - 1 st Floor Plan - Ductwork	09-27-04
M-1.3	Unit A - 2 nd Floor Plan - Ductwork	09-27-04
M-2.1	Unit A - 1 st Floor Plan - Piping	09-27-04
M-2.2	Unit B - 1 st Floor Plan - Piping	09-27-04
M-2.3	Unit A - 2 nd Floor Plan - Piping	09-27-04
M-2.4	Car Wash & Detail Building - Piping	09-27-04
M-3.1	Schedules & Notes	09-27-04
M-3.2	Details, Symbols & Notes	09-27-04
E-O.1	Electrical Site Plan	09-27-04
E-1.1	Unit A - 1 st Floor Plan - Lighting	09-27-04
E-1.2	Unit B - 1 st Floor Plan - Lighting	09-27-04
E-1.3	Unit A - 2 nd Floor Plan - Lighting	09-27-04
E-1.4	Car Wash & Detail Building - Lighting	09-27-04
E-1.5	Unit A - Roof Plan - Lighting	09-27-04
E-2.1	Unit A - 1 st Floor Plan - Power	09-27-04
E-2.2	Unit B - 1 st Floor Plan - Power	09-27-04
E-2.3	Unit A - 2 nd Floor Plan - Power	09-27-04
E-2.4	Car Wash & Detail Building - Power	09-27-04
E-3.1	Schedules, Details, Symbols & Notes	09-27-04
E-3.2	Schedules & Single Line Diagrams	09-27-04
E-3.3	Schedules & Details	09-27-04
E-3.4	Schedules	09-27-04
-----	Project Manual; Divisions 0 - 16	09-27-04
-----	Addendum #1	10-18-04
-----	Addendum #2	10-20-04
-----	Addendum #3	10-21-04
-----	Addendum #4	10-21-04

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January 25, 2005
Lexus of Orland; Bid Qualifications
Mr. Henry Pittner
Page - 4 -

2. Base Bid includes the following Alternates:
 - a. Alternate Bid #2; Stamped Paving
 - b. Alternate Bid #4; Car Wash
 - c. Alternate Bid #5; Watermain Extension
3. Substantial Completion of the Project is based on a construction duration of three hundred fifty six days (356) from the date of issuance of all required permits.
4. The basis for calculation of costs related to the project and subsequent payment shall be as follows:

Base Bid: Actual cost of the work plus a Contractor's Fee of three hundred fifty thousand six hundred two and 00/100 dollars (\$350,602.00)

Additional Work: Actual cost of the work plus a Contractor's Fee of five percent (5%)

E. Anthony, Inc. / Labor Rate Schedule

<u>Project Principal</u>	<u>\$ 110.00 Per Hour</u>
<u>Project Manager</u>	<u>\$ 85.00 Per Hour</u>
<u>Project Superintendent</u>	<u>\$ 75.00 Per Hour</u>
<u>Assistant Project Manager</u>	<u>\$ 60.00 Per Hour</u>
<u>Project Laborer</u>	<u>\$ 45.00 Per Hour</u>
<u>Project Support / Clerical</u>	<u>\$ 40.00 Per Hour</u>

Sub-Contractors, Vendors & Suppliers Actual Cost of the Work

5. The Contractor shall perform all work in conformance to state and local code requirements. However, due to the rights of interpretation by code authority it shall also be understood that any changes caused to be made to the scope of work or contract documents from permit review (either during or after permit issuance) shall constitute a change to the work and reimbursement associated to the change shall be made accordingly. In addition the Base Bid includes limited revisions to the proposed specifications in regards to the electrical scope in order to conform to industry standards and current codes.
6. The Contractor shall file and coordinate all required documentation for permit issuance for the Owner. All fees required for permit release of this project shall be paid by the Owner.
7. The Contractor shall provide liability insurance in the amount of \$ 2,000,000.00 and will list the Owner and Owner's lending institution as additional insured. The Owner shall provide Builder's Risk insurance for the full value of the project and shall list the Contractor as additional insured.
8. The Contractor shall coordinate and file all documentation required for public utility service to this facility. All documentation shall be filed in the Owner's name and all related fees and bills generated to provide service to this facility shall be paid for by the Owner.

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January 25, 2005
Lexus of Orland; Bid Qualifications
Mr. Henry Pittner
Page - 5 -

9. The Contractor shall provide temporary facilities, i.e., mobile office, portable toilets, safety equipment, construction barricades / traffic control, power for construction purposes, water (potable), phones, construction dumpsters, etc. as required for the construction of this building and will remove same as construction progression allows.
10. The Contractor shall provide all construction layout for the scope of this project with the use of qualified land surveyors.
11. The following items are excluded from the Base Bid:
 - Any and all Performance and Payment Bonds
 - Builders Risk Insurance listing the Contractor as additional insured
 - Any and all building and sitework related permits and fees
 - Any and all additional items and related costs required by any governmental authority including, but not limited to, the Village of Orland Park, State Fire Marshall, MSD, IEPA, etc., before or after permit issuance
 - Any and all utility bills, service bills, or excess facility charges accrued from utility companies or governmental authorities unless stipulated otherwise
 - Any and all sub-surface soil investigation (soil borings)
 - Any and all work associated with extra land fill trucked in or out other than that required for the construction of this facility and related sitework
 - Any and all work associated with rock excavation
 - Any and all identification, removal, transportation or disposal of any substance which is regulated by law, statute, or ordinance, designated as a hazardous substance under the Resource Conservation and Recovery Act (RCRA) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or both
 - Any and all work associated with purchase or installation of equipment, furnishings or fixtures required for the daily operation of Owner's business unless otherwise stipulated on the plans and specifications
 - Any and all work associated with purchase and installation of security, energy management, intercom, paging, telephone and computer systems required for Owner's daily operation of business unless otherwise stipulated on the plans and specifications

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E. ANTHONY, INC.
Complete Construction Services

Phone (708) 802-8230
Fax (708) 802-8233

April 30, 2007

Lexus of Orland
8300 W 159TH St.
Orland Park, IL 60462

Attn: Mr. Keith O'Meara

Re: Invoice # 200720
Miscellaneous Painting Upgrade
Lexus of Orland

For services rendered to date in connection with the Owner's direction to provide additional painting of piping installed in various locations by Owner's vendors (i.e., air systems, etc.) after the completion of the original painting scope in these areas. (See attached back-up) The cost is as follows:

Sellentin Painting	\$ 6,750.00
Coordination	500.00
Overhead & Profit	544.00
Total Amount Due This Invoice	\$ 7,800.00

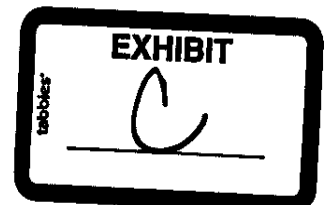
If there are any questions in regard to this invoice or the work that was performed, do not hesitate to contact us at your convenience. Your consideration of our company for this work is greatly appreciated.

Terms: Net 10 days from date of Invoice. Outstanding balances accrue 1.5% per month.

Attachments

Cc: Healy Bender / Cliff Bender

16553 S. Oak Park Avenue • Tinley Park, Illinois 60477



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Sellentin Painting Inc.

P.O. BOX 484
FRANKFORT, IL 60423

Invoice

BILL TO		DATE	INVOICE #
E. ANTHONY INC 16553 OAK PARK AVE TINLEY PARK IL 60477		4/12/2007	2229
P.O. NO.	TERMS	PROJECT	
LEXUS ORLAND	on receipt		

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	LEXUS OF ORLAND			
	PRIME PATCHES AND PAINT TO MATCH EXISTING			
LABOR	4/5/07 RICH	10	75.00	750.00
LABOR	4/6/07 RICH	3	75.00	225.00
	--2ND FLOOR INDOOR SHOWROOM--			
LABOR	PAINT NEW CONDUIT 2 COATS.	10	75.00	750.00
LABOR	PAINT ADDITIONAL PIPING 2 COATS.	16	75.00	1,200.00
	--STAIRWAYS--			
LABOR	PAINT NEW CONDUIT 2 COATS	8	75.00	600.00
	--SERVICE AREA--			
LABOR	PAINT NEW CONDUIT 2 COATS.	16	75.00	1,200.00
LABOR	PAINT ADDITIONAL PIPING 2 COATS.	16	75.00	1,200.00
	--PARTS AREA--			
LABOR	PAINT NEW CONDUIT 2 COATS.	10	75.00	750.00
LABOR	PAINT ADDITIONAL PIPING 2 COATS.	4	75.00	300.00
	--CAR WASH--			
LABOR	PAINT NEW CONDUIT 2 COATS.	6	75.00	450.00
LABOR	PAINT ADDITIONAL PIPING 2 COATS.	4	75.00	300.00
LABOR	PAINT WALL AT WINDOWS DUE TO LEAKS.	3	75.00	225.00
Total				\$7,950.00

Phone #	708-906-9336	Fax #	815-462-1426
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WARRANTY ←

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