#### VENDOR SERVICE AGREEMENT

October 30, 2019 THIS VENDOR SERVICE AGREEMENT (this "Agreement") is entered into as of by and between the Owner and Contractor (each as defined in Section 1, below), in conjunction with the Work (as defined in Section 1) being performed by Contractor. The Contractor's proposal attached hereto as Exhibit A (the "Proposal") and all other Exhibits to this Agreement may be referred to together with this Agreement as the "Contract Documents". In the event of a conflict between the terms of the Proposal and this Agreement, the terms of this Agreement shall control.

AGREEMENT DATA.					
Property: 329 Remington Blvd, Bolingbrook, IL 60440					
Owner: (if multiple properties, see Exhibit B) Remington Development Partners					
Work: Sprinkler and Fire Alarm Inspections (See Exhibit A					
Contractor: Allegiant Fire Protection, LLC					
Contractor Federal I.D. Number: 82-3637531					
Contractor's Address: 2760 Beverly Drive Suite 9, Aurora, IL 60502					
Address City, State, Zip Code Contractor's Telephone Number: 630.506.5535					
Contractor Representative: Christine Darling					
Commencement Date: 10/30/19	Completion Date: 9/30/2020				
Total Agreement Amount: 1325	Payable as follows: Quarterly				
1994	-				

- 2. CONTRACT TERM. Unless earlier terminated pursuant to the terms of this Agreement, the term of this Agreement shall commence on the Commencement Date and terminate on the Completion Date, provided, however, the term shall automatically renew for successive one (1) year periods if not terminated as set forth below. This Agreement may be terminated at any time by either party upon forty-five (45) days' prior written notice to the other party. In the event of such a termination, Contractor shall: (a) continue to perform the Work as required under this Agreement through the termination date; and (b) Contractor's recovery against Owner shall be limited to the portion of the Contract Sum (as hereinafter defined) applicable to the portion of the Work performed by Contractor as of the termination date less, if applicable, damages suffered by Owner as a result of Contractor's breach of this Agreement as more fully set forth below. Contractor shall not be entitled to recover any lost profit for the Work not performed or other consequential or incidental damages. Upon termination of this Agreement, Contractor shall immediately vacate the Property, taking with it all property of Contractor and repairing any damage to the Property caused by such removal.
- 3. CONTRACT AMOUNT. In consideration of the performance of the Work, Owner shall pay Contractor a fee in such amounts provided in the Proposal (the "Contract Sum") within thirty (30) days of Contractor's satisfactory performance of the Work and Owner's receipt of Contractor's invoice for the Work, accompanied by a W-9, Certificate(s) of Insurance and/or Lien Waiver(s) and such other documentation as Owner shall reasonably request. Sales and other applicable taxes and fees are assumed to be included in the Contract Sum. Owner has the right to withhold all or any portion of the Contract Sum Owner reasonably deems appropriate pending Contractor's remedy of any Work Owner reasonably deems defective or as a result of the failure of Contractor to provide Owner with the requested payment documentation. Contractor shall be liable to Owner for the entire cost of remedying any defective or unperformed work, which Owner may offset against the Contract Sum.
- SCOPE OF WORK. Contractor shall diligently and fully perform the services described in the Contract Documents (the "Work"), as follows:
- Contractor shall provide all labor, materials, tools and equipment and obtain all authorizations, certificates, approvals, permits and licenses necessary for the performance of the Work. All materials and equipment provided by Contractor will be new, unless otherwise identified in the Contract Documents or agreed to by Owner in writing.
- Prior to the commencement of the Work, Contractor shall submit to Owner for approval a written list of the names and addresses of any and all employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor to

be used or retained by Contractor in the performance of the Work. Owner may disapprove of any employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor in Owner's reasonable discretion. Contractor shall be responsible for the supervision and direction of its employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor and shall, if needed or requested by the Owner, provide supervisory personnel on the Property reasonably acceptable to the Owner to carry out this responsibility. Periodic inspections will be conducted by a designated supervisor of Contractor to ensure that all of the Work hereunder is performed in compliance with applicable codes, laws, rules, ordinances, and regulations and the requirements contained in the Contract Documents. Contractor shall not employ or retain in connection with the performance of the Work any person unfit or without sufficient skill to perform the job for which he or she is employed or retained and Contractor agrees to perform industry standard employment screening of all employees that may perform Work at the Property. Owner shall have the right to require that any Contractor employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor not be permitted to enter upon the Property in connection with the performance of the Work if Owner, in its reasonable discretion, deems such individual to be unfit to perform any portion of the Work. All employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor shall wear at all times while on the Property photo identification cards with expiration dates visible if the employee or sub-contractor enters the interior of any building at the Property or if the employee will only perform Work on the exterior of any building at the Property, identification on a shirt, sweater or jacket clearly identifying the name of the Contractor.

- C. In connection with the performance of the Work, Contractor shall erect and maintain safeguards for the safety and protection of the Property, the occupants of the Property, and equipment and other personal property located at the Property from damage, injury or loss, and shall provide supervision and properly qualified persons for the use of hazardous equipment or materials necessary for the execution of the Work. Additionally, Contractor shall identify and protect all concealed or buried piping and cabling located on the Property. Contractor shall promptly report in writing to Owner all accidents occurring on the Property, giving full details and statements of any witnesses.
- D. Contractor shall maintain a clean job site at all times, and clean up the area in which the Work is performed after each entry to perform the Work and remove any debris or other residue created in the course of performing the Work. If cleanup is not performed to Owner's satisfaction within seventy-two (72) hours after notice from Owner, Owner may, at its option, cleanup or otherwise remove any debris or materials from the Property. Contractor shall be liable to Owner for the entire cost of remedying any defective or unperformed work, which Owner may offset against the Contract Sum.
- E. Commencement of the Work shall be conclusive evidence that Contractor has accepted all pre-existing conditions on the Property. Any pre-existing conditions shall not void any warranties of Contractor.
  - F. Any and all costs of completion of the Work are included in the Contract Sum.
- 5. <u>COMPLIANCE WITH LAWS.</u> Contractor shall perform and ensure that the Work is performed in accordance with all applicable international, federal, state, and local laws, orders, ordinances, rules, codes and regulations of the United States of America, the State in which the Property is located and any other public or quasi-public authority having jurisdiction over the Property or performance of the Work, including, but not limited to, all regulations and requirements of the Federal Occupational Safety and Health Administration (collectively, "Laws").
- 6. <u>NONDISCRIMINATION</u>. In addition to any other requirement of law, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation or handicap in their performance of this Agreement, including, but not limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. If required by law, notices shall be posted in conspicuous places for employees and applicants for employment setting forth the provisions of this nondiscrimination clause.
- 7. PROHIBITED ACTIVITIES. Contractor agrees to conduct the Work and control its employees, subcontractors, agents, suppliers, material men and anyone associated with Contractor in such a manner as not to create any nuisance or interfere with, damage the property of, annoy or disturb any tenant or invitee or occupant of the Property. Specifically: (a) no smoking by Contractor or its employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor is permitted on or around the Property; and (b) Contractor shall refrain from and cause its employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor to refrain from: (i) use of music that is objectionable to Owner or tenants/invitees/occupants of the Property; and (ii) use of clothing that displays publicly unacceptable wording, images or expressions or that is otherwise not in compliance with generally accepted rules for the workplace.
- 8. <u>INSPECTION.</u> Owner and its agents and employees shall at all times have the right to inspect all Work performed and materials furnished, installed, or used by Contractor in or about the Property. Such inspection(s) shall not relieve Contractor of any duty to ensure that the Work conforms to Laws and the requirements contained in the Contract Documents.

- 9. <u>INSURANCE.</u> Contractor shall, at its sole cost and expense, obtain and keep in force a policy or policies of the insurance set forth on <u>Exhibit C</u>.
- 10. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless Owner and its affiliates and each of their respective officers, directors, managers, shareholders, members, employees, representatives, agents, successors, and assigns (collectively, "Indemnified Parties") from and against any loss, liability, costs and expenses (including, without limitation, court costs and attorneys' fees) incurred by or claimed against Indemnified Parties, directly or indirectly, as a result of or in any way arising from Contractor's performance under this Agreement or Contractor's failure to perform its obligations under this Agreement. In case the Indemnified Parties shall be made a party to any litigation commenced by or against Contractor, then Contractor shall protect and hold the Indemnified Parties harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the Indemnified Parties in connection with such litigation whether or not such action is contested or prosecuted to judgment. Contractor's obligation to indemnify the Indemnified Parties shall include the duty to defend at Contractor's sole cost and against any claims asserted by reason of any such claims or liabilities. Notwithstanding anything in this Section to the contrary, the foregoing indemnity by Contractor shall not apply to any cost, damage, claim, liability or expense occurring as a result of, or in any way arising from, the gross negligence or intentional misconduct of Owner, its agents or employees to the extent of such gross negligence or willful misconduct.
- 11. <u>DEFAULT.</u> If Contractor shall fail to comply with any term, provision or covenant of this Agreement and shall not cure such failure within five (5) days after written notice thereof to Contractor (except where a shorter or longer cure period is explicitly provided for under this Contract), Owner may, at its option: (1) take such actions as are reasonably necessary or desirable to cure such failure; (2) terminate this Agreement; and (3) take such other actions as are permitted Owner at law or in equity. Contractor shall be liable to Owner for the entire cost thereof, which Owner may offset against the Contract Sum owned to Contractor.
- 12. LIENS. Contractor agrees that neither it nor any of its labor or material suppliers shall have, file, or maintain a lien for materials delivered for use in, or for work done in connection with its products or services, unless Owner fails to pay Contractor as provided hereunder; provided, however, if such failure to pay is the result of an alleged failure of Contractor to perform under this Agreement, Contractor and such suppliers shall not be entitled to file or maintain a lien. Conditional lien waivers in form and substance satisfactory to Owner from Contractor and its subcontractors and suppliers at every tier shall accompany all requests for payment and shall be furnished at other times upon reasonable request of Owner. Final lien waivers shall be provided upon receipt of final payment. If any such lien is filed or recorded, Contractor shall immediately cause it to be discharged of record. Should Contractor fail to do so, Owner may arrange for the lien to be discharged, and Vendor shall be liable to Owner for the entire cost thereof, which Owner may offset against the amounts owed to Contractor. Contractor agrees to indemnify and hold Owner harmless from any claims or costs in connection with such liens.

#### 13. WARRANTY.

- A. Contractor warrants that all of the Work shall conform to the requirements of the Contract Documents and Laws, and Work not completed in accordance with the terms of the Contract Documents or Laws shall be considered defective and, if applicable to the Work, will be repaired and/or replaced by Contractor at no additional cost to Owner for a period of one (1) year from the date of completion of the Work (the "Warranty"). Contractor shall complete corrections to the Work covered by the Warranty within five (5) business days after receipt of notice from Owner, or such longer time as Owner may, in its sole discretion, agree. If defects are not repaired or replaced during such five (5) day period, Owner may, at its option, arrange for the defect(s) to be repaired or replaced by a third party, and Contractor shall be liable to Owner for the entire cost thereof, which Owner may offset against the Contract Sum owned to Contractor.
- B. If applicable to the Work performed, Contractor shall assign to Owner all manufacturers' and suppliers' warranties, express or implied, and provide copies of said warranties and all product operation manuals to the Owner no later than the earlier of: (1) payment of the Contract Sum or the next installment of the Contract Sum, whichever is applicable; or (2) the expiration or earlier termination of this Agreement.
- C. Contractor further warrants that: (x) it has full power and authority to perform all of its obligations under this Agreement without violating the legal or equitable rights of any third party or the terms or provisions of any agreement or instrument, law or regulations or other restrictions to which it is bound; (y) neither Contractor nor Contractor's agents or employees will violate the Foreign Corrupt Practices Act in connection with providing the products or services under this Agreement; and (z) Contractor and any person or entity controlling, controlled by or under common control with Contractor, and, to the best of Contractor's knowledge, any other person or entity with whom or which Contractor engages in dealings or transactions or is otherwise associated, is not a person or entity appearing on the Specially Designate Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control of the United States Department of Treasury.

- 14. <u>LABOR DISPUTES.</u> Contractor shall use its best efforts to avoid labor disputes. Should such disputes arise, Contractor shall take immediate steps toward prompt resolution and shall keep Owner informed of the nature and status thereof.
- 15. <u>RELATIONSHIP.</u> The relationship of Contractor to Owner is that of an independent contractor. Nothing contained herein to the contrary shall be construed in such manner as to create the relationship of employer/employee or be deemed to create any joint venture or partnership between the parties.
- 16. <u>NOTICES.</u> All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; or (b) sent by certified mail, return receipt requested and postage prepaid, or by commercial overnight delivery courier (such as Federal Express), fees prepaid to the following addresses:

To Owner: Remington Development Partners

c/o Physicians Realty Trust 309 North Water Street, 7th Floor Milwaukee, WI 53202

Attn: DOC Asset Manager

With a copy to:

Remington Development Partners c/o Physicians Realty Trust 309 North Water Street, 7th Floor Milwaukee, WI 53202

Attn: Legal Department

To Contractor: See Article 1

If personally delivered, such communication shall be deemed received upon actual receipt; if sent by certified mail or courier, such communication shall be deemed received as of the date of delivery or the date delivery is refused. Either party may, by like notice at any time and from time to time, designate a different address to which notices shall be sent.

- 17. <u>HIPAA</u>: Owner and Contractor agree that it is not necessary for Contractor to have access to any protected health information ("<u>PHI</u>"), as such information is defined by the Health Insurance Portability and Accountability Act of 1996, in order to perform under the terms of this Agreement. Contractor will instruct its employees or contractors and others performing on its behalf under this Agreement to maintain the confidentiality of PHI to which they may be exposed. Contractor will provide appropriate supervision and establish appropriate disciplinary measures in order to minimize the possibility that its employees, contractors, or others performing on its behalf will be exposed to or will disclose PHI. Contractor will report to Owner any instances of which it becomes aware in which PHI is improperly stored or disclosed, whether by its employees, contractors, or any other person.
- 18. WHISTLEBLOWER. Owner has implemented certain policies and procedures, including a code of business conduct and ethics and a whistleblower policy, all of which are available for review on Owner's website <a href="https://www.docreit.com">www.docreit.com</a> under Investor Relations (Governance Documents). If, at any time, Contractor or any of its employees, agents, contractors, subcontractors, vendors and representatives believe that Owner or any of its employees, officers, directors or agents have violated any of Owner's policies or procedures, please advise Owner's compliance department immediately at whistleblower@docreit.com.
- 19. <u>LIMITATION OF LIABILITY</u>. Notwithstanding anything else set forth in this Agreement, Owner's liability shall be limited to the unpaid balance of amounts due under this Agreement, and in no event shall Owner be liable to Contractor for indirect, incidental, consequential or special damages.
- **20.** ATTORNEYS' FEES. In the event of any litigation between Owner and Contractor arising out of the Contract Documents, the unsuccessful party in such litigation shall pay the court costs and reasonable attorneys' fees of the prevailing party.
- 21. MANAGER. Owner, in its discretion, may appoint a property manager or other third party ("Manager") to exercise its rights and obligations under this Agreement, and Contractor agrees to acknowledge and take direction from the Manager as if it were the Owner under this Agreement, including, without limitation, delivering invoices and other notifications directly to the Manager. If Owner has appointed a Manager with respect to the Property, the Manager's identity and contact information is below.

Manager:	Kyle Arno	ld
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Waveland Property Group

630.230.1225

Property Name: 329 Remington Blvd, Bolingbrook, IL 60440 Contractor Name: Allegiant Fire Protection, LLC

Send all invoices to:

vendors@docreit.com -or-

c/o Physicians Realty Trust 309 N. Water Street, 7th Floor Milwaukee, Wisconsin 53202

- **CONFIDENTIALITY**. Contractor covenants and agrees that it will not, at any time, directly or indirectly, divulge 22. or disclose, or authorize or permit any other person or entity to divulge or disclose any information related to Owner and its tenants and other occupants of the Property or to use such information for any purpose other than the performance of the Work, Contractor shall not, without first obtaining Owner's consent, disseminate the fact that Contractor has furnished or has contracted to furnish Owner with the items covered hereby nor, except as is necessary for performance of this Agreement, shall Contractor disclose any of the details connected with this Agreement to third parties. Contractor acknowledges and agrees that all Owner materials, documentation, information and/or data, which will come into Contractor's possession or knowledge in connection with Contractgor's performance hereunder consists of confidential and/or proprietary information and that any disclosure to or use by a third party will damage Owner. Ownership of all such information resides with Owner, and Contractor agrees to hold such information in strictest confidence and not to release or disclose it to any other party. Upon Owner's request, all employees or contractors of Contractor entering onto the Property to provide products or services on behalf of Contractor shall sign Owner's then existing Confidentiality Agreement.
  - 23. ASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of Owner.

#### 24. MISCELLANEOUS.

- A. No Representations by Owner. Contractor acknowledges that neither Owner nor any agent or employee of Owner has made any representations or promises with respect to the Property, except as expressly set forth in this Agreement and no rights, privileges, easements or licenses are acquired by Contractor except as expressly set forth in this Agreement.
- B. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AND CONTRACTOR HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER THAT IS IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP BETWEEN OWNER AND CONTRATOR HEREUNDER AND/OR ANY CLAIM OF INJURY OR DAMAGE.
- C. Entire Agreement; Modification. This Agreement represents the final understanding and agreement between Owner and Contractor and incorporates all negotiations between the parties. This Agreement cannot be modified except by writing signed by the party against whom the modification is to be enforced.
- Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon Owner and Contractor and their respective successors and assigns.
- Interpretation. The captions in this Agreement are for the purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. References to "expiration" of the term shall include "termination" and viceversa; and references to the singular shall include the plural, and vice-versa, all as the context may require. If Contractor consists of multiple parties, the liability of such parties shall be joint and several, and the release of any one or more of such parties shall not affect the liability of any other party not expressly released in writing. This Agreement shall not be construed more strictly against one party than the other, it being recognized that both Owner and Contractor have contributed substantially and materially to the preparation of this Agreement. This Agreement shall be governed by the laws of the State in which the Work is performed.
- Conditions Severable. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
  - G. Authority. Each of the parties represents to the other that it has the authority to sign this Agreement.
- Waiver. No waiver shall be implied by Owner's failure to insist on performance of any of the terms or conditions herein or to exercise any right of privilege granted to Owner hereby. No express waiver by Owner shall be construed as waiving any breach hereunder or the performance of any of the terms or conditions hereof not specified in the express waiver, and

then only for the time and to the extent stated therein. One or more waivers of any covenant, term or condition hereof shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

- I. <u>Survival</u>. All of the representations and warranties contained in this Agreement, all covenants, agreements and indemnities made herein, and all obligations to be performed under the provisions of this Agreement shall survive expiration or earlier termination of this Agreement.
- J. <u>Counterparts; Signatures</u>. This Agreement may be executed in counterpart signatures, each of which shall be deemed an original and together shall constitute one instrument. Facsimile and electronic "PDF" signatures of this Agreement shall be treated as original signatures and given full force and effect.
- K. <u>No Third Party Beneficiaries</u>. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder.
- L. <u>Limitations on Fees</u>. Contractor shall not be entitled to fees, finders' fees, commissions, reimbursements or other payments other than the payment of the fees specifically provided for herein.
- M. <u>Time</u>. Contractor agrees, except as otherwise expressly provided herein, time is of the essence with respect to the performance of the Work, the delivery of notices and all other obligations of Contractor hereunder, and Contractor will at all times deliver sufficient materials and labor required to perform the Work in a timely manner.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER/AUTHORIZED REPRESENTATIVE:

Remington Development Partners

CONTRACTOR:

Allegiant Fire Protection, LLC

Property Manager

Name:

# EXHIBIT A

### **PROPOSAL**



From

Allegiant Fire Protection, LLC

2760 Beverly Drive Suite 9 Aurora IL 60502 (630) 506-5535

Quote No. 0981178

Type Inspection
Prepared By Christie Darling
Created On 10/30/2019

**Quote For** 

Remington Development Partners, LLC

Remington Medical Commons 329 Remington Blvd Bolingbrook IL 60440

# **Description of Work**

Allegiant Fire Protection proposes to provide annual inspections as specified herein. Once inspections are completed, a copy of the reports will be sent to the building contact as well as the authority having jurisdiction(AHJ). Inspection reports will be sent to any required third party agencies and submittal fees are subject to change. If any deficiencies are found, a quote will follow for repair.

Upon acceptance of inspection quote, please provide the following information:

Repair Quotes and Inspection Reports should be sent to:	(email address).
For Scheduling, Please reach out to:	(email address and phone number)
If you would like invoices emailed, please send to:	(email address).

# Services to be completed

Parts, labor, and fees	Quantity	Unit Price	Total
WET QUARTERLY	3	\$205.00	\$615.00
WET SPRINKLER ANNUAL	1	\$250.00	\$250.00
FIRE ALARM ANNUAL	1	\$460.00	\$460.00
		<b>GRAND TOTAL</b>	\$1,325.00

# EXHIBIT B

# **PROPERTY**

329 Remington Blvd Bolingbrook IL 60440

### **EXHIBIT C**

### **INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

ALLFIRE OP ID: JD

DATE (MM/DD/YYYY)

10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER J.Krug & Associates, Inc. One Pierce Place Suite 1250W Itasca, IL 60143 Conor Walsh		CONTACT certificates@jkrug.com			
		PHONE (A/C, No, Ext): 847-392-8585 FAX (A/C, No): 847-	392-8137		
		E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE	NAIC #		
		INSURER A : Everest Indemnity Ins Co	10851		
	Allegiant Fire Protection, LLC	INSURER B : Cincinnati Insurance Company	10677		
	2760 Beverly Dr., Ste 9 Aurora, IL 60502	INSURER C: Hartford Insurance Company	19682		
	Autora, il 60302	INSURER D:			
		INSURER E:			
		INSURER F:			
COVERA	GES CERTIFICATE NUMBER:	REVISION NUMBER:			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR TYPE OF INSURANCE INSURANCE INSURANCE INSURANCE POLICY FOR MINIODAYTY) (MMIDDAYTYY) LIMITS

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X co	DMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR	Х		51GL012830-191	01/15/2019	01/15/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
1								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
		GGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X PO	LICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	ОП	HER:							\$
		OBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
В		Y AUTO			ENP0470058	01/15/2019	01/15/2020	BODILY INJURY (Per person)	\$
1	AU	L OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIF	RED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
	1	MBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 8,000,000
Α	EX	CESS LIAB CLAIMS-MADE			51CC004872-191	01/15/2019	01/15/2020	AGGREGATE	\$ 8,000,000
	DE	is   The letting							\$
		RS COMPENSATION PLOYERS' LIABILITY Y/N						X PER OTH- STATUTE ER	
C		PRIETOR/PARTNER/EXECUTIVE N	N/A		83WECAB00MC	01/15/2019	01/15/2020	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandato	ory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DESCRIP	scribe under PTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Α		t Indemnity			51GL012830-191	01/15/2019	01/15/2020	E&O	1,000,000
В	Cincinn	nati			ENP0470058	01/15/2019	01/15/2020	BPP	35,000
1									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following are added as additional insureds with respect to general liability as required by written contract: Waveland Property Group, Inc and

Remington Development Partners

CERTIFICATE HOLDER	CANCELLATION
REMI Remington Development Partners LLC	DEVE SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
117 W. Willow Ave. Wheaton, IL 60187	AUTHORIZED REPRESENTATIVE

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket where required by written contract	
nformation required to complete this Schedule, if not sho	wn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions: or
  - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations		
Blanket where required by written contract.			
nformation required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### **EXHIBIT D**

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