



April 15, 2013

Via Federal Express

Courtney R. Avery

Administrator

Illinois Health Facilities and Services and Review Board

525 West Jefferson Street

Springfield, IL 62761

Tara Cope

Associate General Counsel

71 South Wacker Drive, Ste. 900

Chicago, IL 60606

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tcope@viliving.com

RECEIVED

APR 17 2013

**FACILITIES &
SERVICES REVIEW BOARD**

Re: Obligation of Project - Part 1130.720

Project Number: 12-070

Facility Name: Vi at The Glen

Applicant: CC-Lake, Inc.

Dear Ms. Avery:

Pursuant to 77 Ill. Adm. Code §1130.720 the permit holder named above wishes to verify that the project named above has been obligated. Section 1130.720 provides:

The permit holder of a project that has a cost shall submit a notarized verification by an authorized representative that the project has been obligated on a stated date certain; that the financial resources to fund the project are available or otherwise committed; and that the project's cost, scope, design, square footage, number of beds or stations, etc. (as applicable) are in compliance with that which HFPB has approved. This submittal must be made within 30 days after obligation. Failure by the permit holder to report obligation in accordance with these provisions shall subject the permit holder to the sanctions and penalties provided by the Act and this Subpart.

Please consider this letter our verification that:

- (1) the project has been obligated as of April 1, 2013. I have enclosed copies of the cover sheet and signature pages of the Construction Agreement between Owner and Contractor dated April 1, 2013 which relates to this project. By virtue of this contract, the permit holder has expended or committed to expend at least 33% of more of the total project cost.
- (2) the financial resources to fund the project are available or otherwise committed. As noted in the application for this project, the permit holder plans to fund this project with cash on hand. There is no debt associated with this project.
- (3) the project's cost, scope, design, square footage, number of beds or stations, etc. (as applicable) are in compliance with that which HFPB has approved.

Should you have any questions or need any further information, please contact me by email at TCope@ViLiving.com or by phone at (312) 803-8555.

Sincerely,

A handwritten signature in black ink that reads "Tara Cope". The signature is fluid and cursive, with the first name "Tara" and last name "Cope" clearly legible.

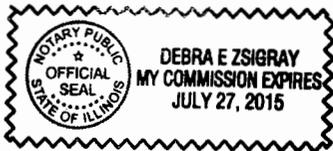
Tara A. Cope
Associate General Counsel

cc: John Hoover, VP of Project Management, Vi
Todd Miller, Executive Director, Vi at The Glen
John Kniery, Health Care Consultant, Foley & Associates, Inc.

[SEAL]

ILLINOIS) S.S.:
COOK COUNTY)

On this 16 day of April, 2013, before me, the undersigned notary public appeared Tara A. Cope, proved to me through satisfactory evidence of identification, which was IL drivers license, to be the person who signed on the preceding document in my presence.



Debra E Zsigray
Debbie Zsigray, Notary Public
My Commission Expires: 7.27.15

Execution Copy

**CONSTRUCTION AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

(Where Basis of Payment is a Negotiated Guaranteed Maximum Price)

By and Between

Glenview Care Center, Inc.

And

Power Construction Company, LLC

For Construction of the following Project:

**Vi at The Glen
Glenview, Illinois**

Dated as of April 1, 2013

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LIST OF EXHIBITS

A	Terms and General Conditions
B	List of Drawings, Specifications, Requests for Information and Clarifications
C	Key Personnel
D	Construction Schedule
E	Stages of the Work
F	Substantial Completion Date/Liquidated Damages Schedule
G	Alternates/Allowances
H	Insurance Requirements
I	Form Payment and Performance Bond
J	List of Subcontractors/Trades to be Bonded
K	Intentionally Deleted
L	Schedule of Values
M	Project Property Legal Description
N	Quality Control Plan
O	Lien Waiver Forms
P	Completion Inspection Schedule

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT, made as of the 1st day of April in the year 2013

BETWEEN the Owner:

Glenview Care Center, Inc. ("Owner")
c/o Classic Residence Management Limited Partnership
71 South Wacker Drive
Suite 900
Chicago, Illinois 60606

And the Contractor:

Power Construction Company, LLC ("Contractor")
2360 North Palmer Drive
Schaumburg, Illinois 60173-3819

For the following project ("the Project"):

Vi at The Glen Care Center Expansion
2401 Indigo Lane, Glenview, Illinois 60026

The Architect is:

Solomon, Cordwell, Buenz & Associates, Inc. ("Architect")
625 N. Michigan Ave., Chicago, Illinois 60611

The Owner and the Contractor in consideration of the mutual conveyances hereinafter set forth agree as follows:

ARTICLE 1 - GENERAL PROVISIONS

1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this construction agreement between Owner and Contractor and its Exhibits, including, without limitation, the "Terms and General Conditions" attached as **Exhibit A** (hereinafter collectively referred to as the "Agreement"), Drawings, Specifications, Addenda issued prior to execution of the Agreement, other documents listed in the Agreement and Change Orders or other written modifications issued after execution of the Agreement. In the event of a conflict between any of the provisions of the Contract Documents, the provision granting greater rights or remedies to Owner, as determined by Owner, or imposing the greater duty, standard, responsibility or obligation on the Contractor, as determined by Owner, shall govern.

1.2 DEFINITIONS

Capitalized terms in this Agreement, if not otherwise stated herein, shall have the meaning set forth in Article 1 of the Terms and General Conditions attached hereto as **Exhibit A**.

date this Agreement is executed by the Contractor, including, without limitation, any claim for payment or for an adjustment in compensation, and the Contractor hereby waives and forfeits all right to any such claim of which Contractor should have knowledge, and (ii) that as of the date this Agreement is executed by the Contractor, the Contractor has not rendered any extra or changes in the Work.

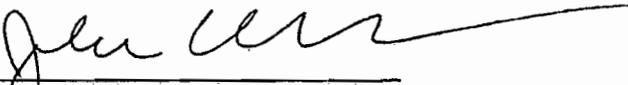
[Signature Pages Follow]

This Agreement is hereby entered into as of the day and year first written above.

OWNER:

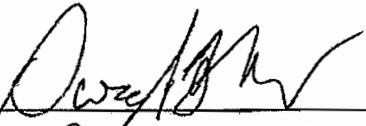
Glenview Care Center, Inc.

By its agent, Classic Residence Management
Limited Partnership

By: 
Name: John Kevin Pourman
Title: Executive Chairman

This Agreement is hereby entered into as of the day and year first written above.

CONTRACTOR:
Power Construction Company, LLC

By: 
Name: DWIGHT BLAISE
Title: VICE PRESIDENT