



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION**

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

| | | | | |
|--|-----------------------------------|------------------|-------------|--|
| Department | Originator Name | Telephone | Date | Signature of Application Author |
| Mayor's Office for People with Disabilities Contract Liaison | Rachel Arfa | 312-744-7209 | 12-8-2020 | <i>Rachel Arfa</i> |
| Kimberly A. Taylor | Email Contract Liaison | Telephone | | |
| | Kimberly.Taylor@cityofchicago.org | 312-746-5704 | | |

List Name of NCRB Attendees/Department

| | |
|--------------------|---|
| Rachel Arfa | Mayor's Office for People with Disabilities |
| Kimberly A. Taylor | Mayor's Office for People with Disabilities |
| Laurie Dittman | Mayor's Office for People with Disabilities |

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: LCM Architects, LLC

| | | |
|------------------------|---------------|-----------------------------|
| Contact Person: | Phone: | Email: |
| Douglas J. Anderson | 312-913-1717 | danderson@lcmarchitects.com |

Project Description: Consulting Services for Title II Transition Plan

This is a request for:

| | |
|---|---|
| <input checked="" type="checkbox"/> New Contract | <input type="checkbox"/> Amendment / Modification |
| Contract Type | Type of Modification |
| <input checked="" type="checkbox"/> Blanket Agreement Term: ____ (# of mo) | <input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change |
| <input type="checkbox"/> Standard Agreement | Contract Number: _____ |
| | Specification Number: _____ |
| | Modification Number: _____ |

| | | | |
|------------------------------------|------------------|-----------------------------|----------------|
| Department Request Approval | | Recommended Approval | |
| <i>Rachel Arfa</i> | <i>12/8/2020</i> | <i>Sharon G. Miller</i> | <i>1/19/21</i> |
| DEPARTMENT HEAD OR DESIGNEE | DATE | BOARD CHAIRPERSON | DATE |
| Rachel Arfa | | Sharon M. Loboda | |
| PRINT NAME | | PRINT NAME | |

(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Return to Department/Date: _____

Rejected/Date: _____

Approved **Rejected**

Sharon G. Miller *19 January 2021*

CHIEF PROCUREMENT OFFICER DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. MOPD has previously used LCM Architects, LLC. They will perform consulting services for our Title II Accessibility Compliance program. Their services are necessary due to their experience and knowledge of ADA compliance.
2. This would be a continuation of previous procurement from LCM Architect, LLC
3. MOPD and LCM Architects, LLC hold regular meetings via Zoom and via e-mail and continue to be in regular contact regarding the Self Evaluation and Transition Plan
4. MOPD Commissioner and staff conducted extensive research, including reviewing MOPD's prior Transition Plan documents, attending webinars on Transition Plans, meeting with vendors who develop survey tools for assessments, reviewing status of Transition Plans of nationwide MOPD departments and meeting with accessibility experts on completing Transition Plans.
5. The purpose of this contract is to review status of all prior accessibility surveys and develop a plan for completion of the Transition Plan, including a future multi-year contract. This contract will be utilized to develop each subsequent phase and cost.
6. Due to LCM Architects, LLC accessibility expertise and knowledge of City of Chicago buildings and programmatic access, future bidding is not feasible here.

ESTIMATED COST

1. MOPD is requesting a 12-month base term.
2. The total cost for consulting services is \$87,405.
3. The cost was based on a negotiated quote from LCM Architects, LLC. Please see attached quote from LCM Architects, LLC.
4. Cost savings to the City arise from using LCM's prior surveys, and from this pool, identifying which of the City of Chicago buildings are still in compliant with the 1991 ADA regulations, and which buildings are required to be assessed for compliance with the 2010 ADA regulations.
5. MOPD Commissioner negotiated with LCM Architects, LLC to arrive at this agreed upon contractual amount, reducing the original offered quote by nearly \$300,000.

SCHEDULE REQUIREMENTS

1. MOPD and LCM Architects, LLC held regular meetings via email and Zoom to review scope and overview of the Transition Plan.
2. In this situation, there is not a lack of drawings. MOPD submits this sole source contract to work with LCM Architects, LLC because LCM worked with MOPD to conduct surveys of all City of Chicago buildings and program access. Due to its prior experience and familiarity, LCM is able to utilize this prior work to assess whether City of Chicago building accessibility surveys are in compliance or if new surveys are required. Utilizing any other company to complete these surveys would result in significantly increased costs and further delays of completion.
3. The purpose of this contract is to establish a Phase I, review the prior surveys and determine which buildings will require new assessments by applying applicable ADA standards and regulations; this assessment will be used to plan the scope of the entire Transition Plan.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

4. Competitive bidding would cause a delay, while also exposing the City to increased risk of liability due to non-compliance with Title II of the ADA, and would likely result in proposals being submitted at significantly higher expenditure due to not having worked on the City's prior Transition Plan effort.

EXCLUSIVE OR UNIQUE CAPABILITY

1. Among its team, LCM Architects, LLC has national leaders in physical and programmatic accessibility who are well versed in all applicable ADA requirements including both the 1991 and 2010 ADA regulations, Illinois Accessibility Code and City of Chicago regulations.

2. Yes, LCM Architects, LLC has architects with decades of experience in accessibility and are well regarded and known as accessibility experts in Chicago, nationwide and internationally. LCM Architects, LLC has also completed projects with the City of Chicago's sister agencies and is familiar with the City of Chicago's needs.

3. LCM Architects LLC possesses architectural expertise in both physical and programmatic access and due to its prior contract with MOPD, LCM possesses working knowledge and familiarity with the City's physical buildings and program access.

4. LCM Architects, LLC works with developers of accessibility software as early adopters of surveying tools in order to obtain efficient and accurate assessments.

5. LCM Architects, LLC is the prior approved vendor for MOPD's past Transition Plan surveying and assessment, and will be able to utilize these prior completed surveys; using any other firm would require starting from the beginning at significant increased cost to the City.

6. Using LCM Architects, LLC expertise, MOPD will work with LCM to update accessibility surveying tools to conduct efficient and cost effective assessments.

7. Any copyright or other rights precluding this contract are unknown at this time.

8. Not Applicable

OTHER

Not Applicable



Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date:
December 8, 2020

Department Name:
Mayor's Office for People with Disabilities

Requisition No:
374067
Specification No:
1214289
PO No:
Modification No:

Contract Liaison:
Kimberly A. Taylor
Telephone:
312-746-5704
Email:

Kimberly.Taylor@cityofchicago.org
Project / Program Manager:

Rachel Arfa
Telephone:
312-744-7050

Email:
Rachel.Arfa@cityofchicago.org

Check One:

New Contract Request

By signing below, I attest the estimates provided for this contract are true and accurate.

Project / Program Manager Signature:

Rachel Arfa
Commissioner/Authorized Designee Signature:
Rachel Arfa

Purchase Order Information:

Contract Term (No. of Months): 12 Months
Extension Options (Rate of Recurrence):
Estimated Spend/Value: \$ 87,406.00
Grant Commitment / Expiration Date:
Pre-Bid/Submital Conference: Yes No
 Mandatory Site Visit

Modification or Amendment

Modification Information:

PO Start Date: N/A
PO End Date: N/A

Amount (Increase/Reduction):

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Risk Management / EDS

Insurance Requirements (included) Yes No
EDS Certification of Filing (included) Yes No

For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) Funding: Attach information of multiple funding lines, 2) Individual Contract Services: Include approval form signed by Department Head and OCHA, 3) ITGB: IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

By signing this form, I attest that all information provided is true and accurate.

*Contract Liaison Signature

Kimberly A. Taylor

Project Title:

Non-Competitive Review Board - New Contract Request

Project Description:

LCM Architects, LLC for consulting services for Title II Transition Plan for a term of 12 months

Funding:

Corporate Bond Enterprise Grant Other:
 IDOT/Transit IDOT/Highway FHWA FTA FAA

| LINE | FY | FUND | DEPT | ORGN | APPR | ACTV | PROJECT | RPTG | ESTDOLLAR AMOUNT |
|------|-----|------|------|------|------|------|---------|------|------------------|
| | 021 | 0100 | 048 | 2005 | 0140 | | | | \$87,405 |

Purchase Order Type:

Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Procurement Method:

Bid RFP RFO RFI
 Small Order

Contract Type:

Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify):

Special Approvals Required:

Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)

Vendor Info:

Name: LCM Architects, LLC
Contact: Douglas J. Anderson
Address: 818 S. Wabash Ave., Fifth Floor, Chicago, IL 60605
E-mail: DAnderson@lcmarchitects.com
Phone: 312-913-1717



MAYOR'S OFFICE FOR PEOPLE WITH DISABILITIES
CITY OF CHICAGO

To: Shannon E. Andrews
Chief Procurement Officer

From: Rachel M. Arfa
Rachel Arfa
Commissioner
Mayor's Office for People with Disabilities

Date: December 8, 2020

Re: Non-Competitive Bid Consideration for LCM Architects, LLC
Title II Transition Plan Term Contract
Requisition #: 374067
Specification #: 1214289

The Mayor's Office for People with Disabilities (MOPD) respectfully requests consideration from the Non-Competitive Review Board (NCRB) for a non-competitive bid with LCM Architects, LLC for consulting services for the Title II Transition Plan. MOPD is requesting a base contract term of 12 months.

MOPD has previously worked with LCM Architects, LLC for consulting services for our Title II Self-Evaluation and Transition Plan, a requirement for legal compliance under the Americans with Disabilities Act. The City of Chicago has legal obligations under the ADA. MOPD seeks to work with LCM Architects, LLC in its effort to complete the Transition Plan, bring the City into compliance and reduce liability for non-compliance. The previous contract MOPD and LCM Architects, LLC expired in 2013. This contract was for a previous effort to complete the Transition Plan. We submit this request to contract with LCM Architects, LLC in order to move toward the completion of the Transition Plan. LCM Architects, LLC services are essential to complete the plan and will be used to:

- Develop a plan for completion of the Title II Self-Evaluation and Transition Plan
- Prepare all City of Chicago departments for the required Self-Evaluation portion of the Transition Plan
- Review and compare previous survey and assessments to determine which physical buildings have not been altered and which buildings require new assessment
- Work with MOPD staff to evaluate programmatic access of all City of Chicago Programs and Services
- Provide expertise on accessibility compliance and standards

Justification

MOPD is requesting this non-competitive bid due to LCM Architects, LLC expertise in accessibility, including in the ADA (both 1991 and 2010 standards), Illinois Accessibility Code, City of Chicago regulations and their prior knowledge and familiarity with accessibility of City of Chicago facilities and programmatic access. Using LCM Architects, LLC accessibility knowledge and expertise will result in both completion of the Transition Plan and doing so in a cost-effective way for the City, benefitting every single City of Chicago department.

Without access to LCM Architects, LLC, MOPD's only other option would be to contract with another architecture firm, at significantly higher cost, in a less efficient process, resulting in increased costs to the City.

Cost and Term

Per the vendor's quote for services, the total cost for the 1-year contract is \$87,405. A copy of the quote is attached with this request. MOPD would like to enter into a contract with LCM Architect, LLC for 12 months.

Waiver of Minority and Women Owned Vendor Participation

LCM Architects, LLC has requested a waiver of the City's MBE/WBE/BEPD/DBE compliance requirements. LCM Architects, LLC referenced impracticality as a basis for their waiver request.

For any questions regarding this matter, please contact me at 4-7209 or Kimberly A. Taylor at 6-5704.

Thank you for your cooperation to this matter.

Cc: Kimberly A. Taylor, MOPD
Laurie Dittman, MOPD

Scope of Work for LCM Architects, LLC

1.1 Scope of Work

MOPD is requesting special consideration for a non-competitive bid due to LCM Architects, LLC architectural and programmatic accessibility expertise, prior surveying and assessments of City of Chicago buildings and programs, and ongoing expertise in working with municipal entities on completion of Title II Self-Evaluation and Transition Plans. Due to LCM Architects, LLC prior contractual work with the City of Chicago on the Transition Plan, LCM Architects, LLC can undertake completion of this effort in a cost-effective and efficient approach for the City of Chicago. The City of Chicago is currently not in compliance with the Americans and Disabilities Act Title II Self-Evaluation and Transition Plan requirements, which presents an ongoing increased risk of liability for all City Departments and programs. This request is an effort to work to bring the City into compliance, immediately.

LCM Architects, LLC services will do the following:

- Assess previously completed surveys of City of Chicago buildings and programmatic access, comparing the 1991 and 2010 Americans with Disabilities Act Regulations. Prior surveys were completed using the 1991 ADA Regulations, since those were the prevailing regulations at the time of the prior effort. LCM Architects, LLC will review all surveys to determine which buildings are still in compliance and which buildings will require new assessments.
- Assist MOPD in working with all City of Chicago Departments in assessing compliance with architectural and programmatic accessibility.
- Upon completion of surveying, work with MOPD to develop Implementation Plan of all accessibility requirements.

Prepared By:

 Date 12/10/2020

Rachel Arfa
Mayor's Office for People with Disabilities
Commissioner



December 8, 2020

Rachel Arfa
Commissioner
City of Chicago
Mayor's Office for People with Disabilities

Re: Justification for LCM Architects as Exclusive Provider

Dear Ms. Arfa,

LCM Architects is considered the exclusive provider solely capable of supplying the services and has unique services not available through other channels for the following reasons. This list is not exclusive or exhaustive.

In summary of the points below, LCM Architects has particular knowledge of both Title II of the ADA, and the City of Chicago's previous work on a Self-Evaluation and Transition Plan as the vendor for that program. Having this understanding of the process and the City's programs, services, and facilities will facilitate a more efficient program and as appropriate, enable implementation of data and materials that have been generated.

- LCM Architects was the vendor for a similar project from 2009 – 2012. This historical knowledge and experience will help guide and streamline this current effort.
 - Materials (i.e. training modules, survey tools, support materials) developed in the 2009 -2012 program will be considered for use in this current program, resulting in updates and revision, rather than new documents.
 - Survey data obtained in the 2009 -2012 program will be reviewed to determine which buildings are currently in compliance, thus potentially decreasing time required for new surveys.
- LCM Architects has extensive experience with the ADA Regulations and Standards and has served as a subject matter expert in this area for cities and counties.
- LCM Architects has broad familiarity with the City of Chicago, based upon the aforementioned 2009 – 2012 project, as well as in other consulting capacities with sister agencies and building codes. This will bring efficiencies to the current program.
- LCM Architects has been instrumental in discussions regarding planning and strategizing for the current program.
- LCM Architects is a BEPD (Business Enterprise owned by People with Disabilities).

Rachel Arfa
December 8, 2020
Page 2



If you have any questions or concerns, please do not hesitate to contact me at 312.995.5320.

A handwritten signature in black ink, appearing to read "Doug Anderson".

Doug Anderson
Partner

1375 WEST WASHINGTON ST
CHICAGO, ILLINOIS 60604-3151
312.995.5320
312.995.5320
WWW.LCMARCHITECTS.COM



December 8, 2020

Rachel Arfa
Commissioner
City of Chicago
Mayor's Office for People with Disabilities

Re: LCM Architects Fee Estimate – ADA Title II Self-Evaluation and Transition Plan

Dear Ms. Arfa,

Please see attached and below for the estimate of fees for Year One of the Title II Self-Evaluation and Transition Plan.

Year One (six months duration)

Total Hours: 546

Total: \$87,405.00

For breakdown, please see attached spreadsheet.

If you have any questions concerning the fee or services outlined, please do not hesitate to contact me at 312.995.5320.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "D Anderson", written over a light blue horizontal line.

Doug Anderson
Partner

ARCHITECTURE
ACCESSIBILITY CONSULTING
INTERIOR ARCHITECTURE
PLANNING

11/10/2020 10:10 AM
11/10/2020 10:10 AM
11/10/2020 10:10 AM
11/10/2020 10:10 AM
11/10/2020 10:10 AM



December 8, 2020

Rachel Arfa
Commissioner
City of Chicago
Mayor's Office for People with Disabilities

Re: LCM Architects, LLC Request of MBE/WBE Goals Waiver

Dear Ms. Arfa,

In reference to contract between LCM Architects, LLC and City of Chicago, LCM Architects is hereby requesting that the Chief Procurement Officer grant a waiver of the MBE/WBE Goals based on impracticability.

LCM provides our services using specially equipped and trained staff which does not allow for subcontracting opportunities. LCM Architects, LLC is unable to identify appropriate MBE/WBE participants to supplement the proprietary services provided as part of this work. LCM is a disability owned LLC located in the City of Chicago.

If you have any questions regarding this request, please contact me at 312-914-1717.

A handwritten signature in black ink, appearing to read "D Anderson", written in a cursive style.

Doug Anderson
Partner

11/10/2020 10:10 AM
11/10/2020 10:10 AM
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11/10/2020 10:10 AM



MAYOR'S OFFICE FOR PEOPLE WITH DISABILITIES
CITY OF CHICAGO

To: Shannon E. Andrews
Chief Procurement Officer
Department of Procurement Services

Attn: Monica Jimenez
First Deputy Procurement Officer
Department of Procurement Services

From: Rachel M. Arfa
Rachel Arfa
Commissioner
Mayor's Office for People with Disabilities

Date: December 8, 2020

Re: No Stated MBE/WBE/BEPD Goals Request for NCRB Procurement for LCM Architects, LLC
Title II Transition Plan Term Contract
Requisition #: 374067
Specification #: 1214289

The Mayor's Office for People with Disabilities (MOPD) respectfully requests consideration for approval for a no stated goals for a Non-Competitive Bid (NCRB) with LCM Architects, LLC. MOPD is requesting a contract for consulting services for the Title II Transition Plan for a term of 12months.

No Stated Goals for Minority and Women Owned Vendor Participants

LCM Architects, LLC has requested a no state goals for this contract request. LCM Architects, LLC referenced impracticality as a justification for the waiver request for the MBE/WBE requirements. The company provides their services using their expertise in architectural and programmatic accessibility which does not allow for subcontracting opportunities. LCM Architects, LLC is unable to identify appropriate MBE/WBE participants to supplement the strong architectural skills and knowledge required to implement compliance with Tittle II of the American Disabilities Act. The Mayor's Office for People with Disabilities concurs with LCM Architects, LLC's justification and requests the MBE/WBE waiver be approved. MOPD is aware of the City's stated goals requirements and will continue to request compliance on other projects.

If you have any questions regarding this request, please contact me at 312-744-7209.

Thank you.

RE: City of Chicago's General Contract Terms and Conditions

Doug Anderson <Danderson@lcmarchitects.com>

Tue 12/8/2020 3:00 PM

To: Rachel Arfa <Rachel.Arfa@cityofchicago.org>; Kate Gonzalez <KGonzalez@lcmarchitects.com>**Cc:** Jack Catlin <jcatlin@lcmarchitects.com>; Frida Morales <Frida.Morales@cityofchicago.org>

[Warning: External email]

Hi Rachel,

The general T&C is 102 pages long so I wasn't able to do a full review, but the contract is similar to agreements we have entered into with the City and other municipalities. Our attorneys may ask for some tweaks to some of the language, but, in general, we are comfortable with the terms.

Thanks,

Doug

DOUG ANDERSON, CASp, RAS*Partner*

LCM ARCHITECTS

819 SOUTH WABASH AVENUE, FIFTH FLOOR

CHICAGO, ILLINOIS 60605-2159

312.995.5320 *direct*312.913.1717 *main*312.914.1717 *cell*

danderson@lcmarchitects.com

www.lcmarchitects.com | [LinkedIn](#) | [Instagram](#) | [Mailing List](#)

This message is confidential, intended only for the named recipient(s) and may contain information that is privileged, attorney work product or otherwise protected by applicable law. If you have received this message in error, please notify the sender and delete this message.

From: Rachel Arfa [mailto:Rachel.Arfa@cityofchicago.org]**Sent:** Tuesday, December 8, 2020 7:34 AM**To:** Kate Gonzalez <KGonzalez@lcmarchitects.com>**Cc:** Doug Anderson <Danderson@lcmarchitects.com>; Jack Catlin <jcatlin@lcmarchitects.com>; Frida Morales <Frida.Morales@cityofchicago.org>**Subject:** City of Chicago's General Contract Terms and Conditions

Dear Kate, Doug and Jack:

Please find attached a sample version of the City of Chicago's contract terms and conditions. The attached Professional Services Agreement (PSA) for the City of Chicago reflects standard terms and conditions for this type of agreement, but the provisions may vary depending upon negotiations and type of agreement. This PSA is posted for information purposes only and it is not to be construed as final terms for any specific project or contract.

Thanks,

Rachel

Rachel Arfa
Commissioner
City of Chicago
Mayor's Office for People with Disabilities

Phone: (312) 744-7209

Fax: (312) 744-3314

www.cityofchicago.org/Disabilities

www.facebook.com/CHIDisabilities

[@CHIDisabilities](https://www.facebook.com/CHIDisabilities)



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
EDS Information Update
EDS # 157801

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

LCM Architects, LLC

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

819 S Wabash Avenue
Suite 509
Chicago, IL 60605
United States

C. Telephone:

312-913-1717

Fax:

Email:

dtalamantez@lcmarchitects.com

D. Name of contact person:

Deborah Talamantez

E. Federal Employer Identification No. (if you have one):

36-4078383

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Limited liability partnership

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. CERTIFICATION REGARDING CONTROLLING INTEREST

1.b.1 Are there any individuals who directly or indirectly control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

Yes

1.b.2 List all general partners, managing members, managers, and any others who directly or indirectly control the day-to-day management of the Disclosing Party. Don't include any legal entities in this answer- these will be named later:

Name: Douglas Anderson

Title: Partner

Name: Richard Lehner

Title: Partner

Name: Douglas Mohnke

Title: Partner

Name: John Catlin

Title: Partner

Name: Mark Small

Title: Partner

Name: Casey Burch

Title: Partner

Name: Todd Douglas

Title: Partner

1.b.3 Are there any legal entities that directly or indirectly control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

No

2. Ownership Information

Please provide ownership information concerning each person or entity that holds, or is anticipated to hold (see next paragraph), a direct or indirect beneficial interest in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Each legal entity below may be required to submit an EDS on its own behalf.

Please disclose present owners below. Please disclose anticipated owners in an attachment submitted through the "Additional Info" tab. "Anticipated owner" means an individual or entity in existence at the time application for City action is made, which is not an applicant or owner at such time, but which the applicant expects to assume a legal status, within six months of the time the City action occurs, that would render such individual or entity an applicant or owner if they had held such legal status at the time application was made.

- Douglas Anderson - 25.83%
- Richard Lehner - 23.33%
- Douglas Mohnke - 23.33%
- John Catlin - 12.51%

Owner Details

| Name | Business Address |
|------------------|--|
| Douglas Anderson | 819 S Wabash Avenue Suite 509 Chicago, IL 60605 United States |
| Douglas Mohnke | 819 S Wabash Avenue Suite 509 Chicago, IL 60605 |

John Catlin
United States
819 S Wabash Avenue
Suite 509
Chicago, IL 60605
United States

Richard Lehner
819 S Wabash Avenue
Suite 509
Chicago, IL 60605
United States

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by

the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC [Chapter 2-56 \(Inspector General\)](#) and [Chapter 2-156 \(Governmental Ethics\)](#).

I certify the above to be true

5. Neither the Disclosing Party, nor any [Contractor](#), nor any [Affiliated Entity](#) of either the Disclosing Party or any [Contractor](#), nor any [Agents](#) have, during the 5 years before the date of this EDS, or, with respect to a [Contractor](#), an [Affiliated Entity](#), or an [Affiliated Entity](#) of a [Contractor](#) during the 5 years before the date of such [Contractor's](#) or [Affiliated Entity's](#) contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in [MCC Subsection 2-92-320\(a\)\(4\)\(Contracts Requiring a Base Wage\)](#); [\(a\)\(5\)\(Debarment Regulations\)](#); or [\(a\)\(6\)\(Minimum Wage Ordinance\)](#).

I certify the above to be true

6. Neither the Disclosing Party, nor any [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of [720 ILCS 5/33E-3](#);
- bid-rotating in violation of [720 ILCS 5/33E-4](#); or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

7. Neither the Disclosing Party nor any [Affiliated Entity](#) is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [[see MCC Chapter 1-23, Article I](#) for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If [MCC Chapter 1-23, Article I](#) applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the [federal System for Award Management](#) ("SAM")

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party

understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Article I of Chapter 1-23 (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Pursuant to [MCC Section 2-154-010](#), is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to [MCC Section 2-92-416??](#) .

No

APPENDIX C-PROHIBITION ON WAGE & SALARY HISTORY SCREENING

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in [MCC Section 2-92-385](#). That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to [MCC Section 2-92-385](#), I hereby certify that the Applicant is in compliance with [MCC Section 2-92-385\(b\)\(1\)](#) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

This certification shall serve as the affidavit required by [MCC Section 2-92-385\(c\)\(1\)](#).

N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

LCM Owner&OperatingAgreement_RevJan2020

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 12/11/2020
Deborah Talamantez
Director
LCM Architects, LLC

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

AMENDED AND RESTATED OPERATING AGREEMENT

OF

**LCM ARCHITECTS, LLC
an Illinois Limited Liability Company**

Originally Effective as of April 8, 1996

Restated as of January 1, 2014

Restated as of April 1, 2016

Revised as of March 6, 2017

Revised as of March 18, 2018

Revised as of April 1, 2018

Revised as of January 1, 2020

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THIS AMENDED AND RESTATED OPERATING AGREEMENT is made and entered into as of January 1, 2020, by and between the Members, RICHARD A. LEHNER, JOHN H. CATLIN, DOUGLAS A. MOHNKE, DOUGLAS ANDERSON, MARK SMALL, CASEY BURCH and TODD DOUGLAS whose signatures appear on the signature page hereof.

WITNESSETH:

WHEREAS, CATHERINE C. GRYCZAN filed Articles of Organization for LCM ARCHITECTS, LLC with the Secretary of State of Illinois on April 8, 1996; and

WHEREAS, as of April 8, 1996, the then current Members of the Company executed an Operating Agreement for the governance of the Company; and

WHEREAS, the Operating Agreement has been amended from time to time in accordance with its terms; and

WHEREAS, the Members wish to further amend the Operating Agreement and restate it in its entirety.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1.

DEFINITIONS

1.01 Definitions. The following terms used in this Operating Agreement shall have the following meanings:

(a) "Accounts Payable" shall mean money owed to vendors for the performance of services on behalf of the client and that has been invoiced to the client.

(b) "Accounts Receivable" shall mean money owed by clients for the performance of services on behalf of the client and that has been invoiced to the client.

(c) "Act" shall mean the Illinois Limited Liability Company Act at 805 ILCS 180/1-5, et seq. as it may be amended from time to time or corresponding provisions of subsequent superseding state laws.

(d) "Articles of Organization" shall mean the Articles of Organization of LCM ARCHITECTS, LLC as filed with the Secretary of State of Illinois, as amended from time to time.

(e) "The Calculated Net Worth" shall mean average of the Calculated Net Worth on the agreed upon date of withdrawal or transfer and the December 31 Calculated Net Worth from the preceding two years. The Calculated Net Worth for the three dates described above will be determined by applying the following formula:

Cash Basis Net Worth + Accounts Receivable – Accounts Payable + Work in Process =
Calculated Net Worth. See Article 8, Section 8.03.

(f) "Capital Account" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article 6.

(g) "Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by a Member whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement.

(h) "Cash Basis Net Worth" shall mean the total assets minus the total outside liabilities of an organization based on the cash basis financial statements on a specific date.

(i) "Code" shall mean the Internal Revenue Code of 1986 as it may be amended from time to time or corresponding provisions of subsequent superseding federal revenue laws.

(j) "Company" shall refer to LCM ARCHITECTS, LLC.

(k) "Deficit Capital Account" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(1) credit to such Capital Account any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2 (g) (1) and (i) (5) of the Treasury Regulations, after taking into account thereunder any changes during such year in partnership minimum gain (as determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to any partner for nonrecourse debt (as determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(2) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii) (d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

(l) "Disability" shall mean any individual who: (i) is a minor under the law of his or her domicile, at the time of reference; (ii) has been adjudicated an incompetent; or (iii) according to a written certification of a medical person is unable to give prompt and intelligent consideration to business matters provided that written notice of that medical determination of

disability has been delivered to the individual. Once established, disability [other than a disability which is due to minority age status] will be deemed to continue until there is a like certification, or an adjudication, that the disability has ended.

(m) "Distributable Cash" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

(n) "Economic Interest" shall mean a Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Managers.

(o) "Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member. All references to Members in Articles 7. and 10. and all other provisions of this Agreement that concern the economic rights and obligations of Members shall be applicable to Economic Interest Owners.

(p) "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(q) "Gifting Member" shall mean any Member or Economic Interest Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

(r) "Interest Holder" shall mean either a Member holding an Economic Interest or an Economic Interest Owner.

(s) "Majority Interest" shall mean one or more Interests of Members which in the aggregate exceed 75% of all Percentage Interests.

(t) "Manager" shall mean one or more Managers. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

(u) "Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company equal to ten percent (10%) or more of a Percentage Interest, he will have all the rights of a Member with respect to such

Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest of ten percent (10%) or more in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(v) "Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement and the Act.

(w) "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with generally accepted accounting principles employed under the cash method of accounting at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

(x) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(y) "Percentage Interest" shall mean, for any Member, the percentage interest in the Company as set forth on Exhibit A, as may be changed from time to time by the unanimous vote of the Members.

(z) "Persons" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(aa) "Reserves" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(bb) "Selling Member" shall mean any Interest Holder which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

(cc) "Transferring Member" shall collectively mean a Selling Member and a Gifting Member.

(dd) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code.

(ee) "Valuation" shall mean Average Calculated Net Worth (as set forth in

Section 8.03 below) times a 1.3 (multiplier).

(ff) "Withdrawal Event" shall occur upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or the occurrence of any other event which terminates the continued Membership of a Member in the Company.

(gg) "Work in Process" shall mean time and material that has been expended by the Company on behalf of a client that is expected to be billed to the client at a future date.

ARTICLE 2.

FORMATION OF COMPANY

2.01 Formation. The Company has been organized as an Illinois Limited Liability Company by executing and delivering Articles of Organization to the Illinois Secretary of State in accordance with and pursuant to the Act.

2.02 Name. The name of the Company is LCM ARCHITECTS, LLC.

2.03 Principal Place of Business. The principal place of business of the Company within the State of Illinois shall be 819 South Wabash, Suite 509, Chicago, Illinois 60605. The Company may locate its places of business and registered office at any other place or places as the Managers may deem advisable.

2.04 Registered Office and Registered Agent. The Company's registered office shall be at the office of its registered agent at The Law Offices of Michael C. Dorf, LLC, and the name of its registered agent shall be MICHAEL C. DORF. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Illinois Secretary of State pursuant to the Act.

2.05 Term. The term of the Company shall commence from the date of filing of Articles of Organization with the Illinois Secretary of State and shall continue in perpetuity, unless the Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or by operation of law.

2.06 Tax Status. The Members intend that the Company shall be treated as a partnership for Federal and state income tax purposes rather than as an association taxable as a corporation.

2.07 Business. The business of the Company shall be to engage in architectural services, accessibility consulting, and any lawful business for which a limited liability company may be organized under the Illinois Limited Liability Company Act.

2.08 Members. The names and addresses of the Members are set forth in Exhibit A. Exhibit A may be amended by resolution of the Managers to reflect changes in the Members.

ARTICLE 3.

RIGHTS AND DUTIES OF MANAGERS

3.01 Management. The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by non-waivable provisions of the Act, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. If at any time there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement or the Act. The approval of Three (3) Managers shall be necessary for the execution of any contract which exceeds Twenty-Five Thousand Dollars (\$25,000).

3.02 Number, Tenure and Qualifications. The Company shall have four Managers. The number of Managers of the Company may be amended by the affirmative vote of Members holding at least a Majority Interest, but in no instance shall there be fewer than one Manager. Each Manager shall hold office until his successor shall have been elected and qualified. Managers shall be elected by the affirmative vote of Members holding at least a Majority Interest. Managers must be Members of the Company holding more than a combined seventy-five percent (75%) Majority Membership Interest. RICHARD A. LEHNER, JOHN H. CATLIN, DOUGLAS A. MOHNKE, and DOUGLAS ANDERSON shall be the initial Managers for the Company.

3.03 Certain Powers of Managers. Without limiting the generality of Section 3.01, the Managers shall have power and authority, on behalf of the Company:

(a) To acquire property from any Person as the Managers may determine, whether or not such Person is a Manager, a Member, or is directly or indirectly affiliated or connected with any Manager or Member;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers; provided however, that no Member holding a Membership Interest of ten percent (10%) or less shall be required to file personal financial statements with any lending institution or otherwise encumber personal assets, unless such Member is also a Manager.

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own Company real and personal properties in the name of the Company or in the name of a nominee or land trust;

(e) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company; provided, however, that only Managers holding a Membership Interest of ten percent (10%) or more shall be given check signing authority.

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(i) To enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

3.04 Certain Powers of Members. Unless authorized to do so by this Operating Agreement or by the Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the previous sentence.

3.05 Liability for Certain Acts. Each Manager shall perform his duties in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Manager.

3.06 Bank Accounts. The Managers may from time to time open bank accounts in the name of the Company. The Managers and individuals authorized in writing by the Managers shall be the sole signatory(ies) thereon; provided, however, that only Managers holding a Membership Interest of ten percent (10%) or more shall be named as signatories.

3.07 Indemnity of the Managers. The Company shall, to the maximum extent permitted under Section 15-10 of the Act, indemnify and make advances for expenses to Managers.

3.08 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company and any other Managers. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

3.09 Removal. At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the vote of Members holding in the aggregate Seventy-Five percent (75%) or more of all Percentage Interests. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

3.10 Vacancies. Upon the death, Disability, resignation, or removal of a Manager, his vacancy shall be filled by the affirmative vote of Members holding a Majority Interest. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the unanimous vote of Members at a meeting of Members called for that purpose. A Manager elected to fill a vacancy shall hold office until his successor shall be elected and qualified or until his earlier death, Disability, resignation, or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, Disability, resignation, or removal.

3.11 Distributions. The distributions and other compensation of the Managers, if any, shall be fixed from time to time by an affirmative vote of Members holding at least a Majority Interest, and no Manager shall be prevented from receiving such distribution because he is also a Member of the Company or a trustee of any trust which is a Member.

ARTICLE 4.

RIGHTS AND OBLIGATIONS OF MEMBERS

4.01 Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Act and other applicable law.

4.02 Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company beyond his respective Capital Contributions and any obligation of the

Member under Sections 6.01 and 6.02 to make Capital Contributions, except as provided in Section 4.06 or as otherwise required by law.

4.03 List of Members. Upon the written request of any Member, the Managers shall provide a list showing the names, addresses and Membership Interests and Economic Interests of all Members to the requesting Member.

4.04 Company Books. The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in Section 7.09. Upon reasonable written request, each Member and Economic Interest Owner shall have the right, at a time during ordinary business hours, as reasonably determined by the Managers, to inspect and copy, at the requesting Interest Holder's expense, the Company documents identified in Section 1-40 of the Act, and such other documents which the Managers, in their discretion, deem appropriate.

4.05 Priority and Return of Capital. Except as may be expressly provided herein, no Interest Holder shall have priority over any other Interest Holder, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

4.06 Liability of a Member to the Company. A Member who receives a distribution or the return in whole or in part of his contribution is liable to the Company only to the extent provided by the Act.

4.07 Concurrent Positions. A Member may be a member, manager, invest in or work for any Entity in which the Company has an interest or any Entity which has an interest in the Company.

ARTICLE 5.

MEETINGS OF MEMBERS

5.01 Meetings. Regular meetings of the Members shall be held at least once each calendar quarter. Special meetings of the Members, for any purpose or purposes, may be called by any Manager or by any Member or Members holding at least 25% of the Percentage Interests.

5.02 Place of Meetings. The Members may designate any place, either within or outside the State of Illinois, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company in the State of Illinois.

5.03 Notice of Meetings. Except as provided in Section 5.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 10 nor more than 20 days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Member or Members calling the

meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid.

5.04 Meeting of All Members. If all of the Members shall meet at any time and place, either within or outside of the State of Illinois, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

5.05 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

5.06 Quorum. Members holding at least 51% of all Percentage Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Percentage Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Percentage Interests whose absence would cause loss of a quorum.

5.07 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a Majority Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Articles of Organization, or by the Operating Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members who have a Membership Interest may vote or consent upon any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Members.

5.08 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

5.09 Action by Members without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more

written consents describing the action taken, signed by the Members having not less than the minimum Percentage Interest that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voting, and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

5.10 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

5.11 Telephonic Meetings. A Member may participate in a meeting of Members by means of conference telephone or similar communications equipment enabling all Members participating in the meeting to hear one another. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

ARTICLE 6.

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

6.01 Members' Capital Contributions. Each Member shall contribute such amount as is set forth in Exhibit A hereto as his share of the Initial Capital Contribution. Exhibit A shall be amended by resolution of the Managers as necessary to reflect changes in Membership Interests.

6.02 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Code Section 705(a)(1)(B). Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 6.02 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 6.02 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 6.02, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in the Operating Agreement.

(d) Upon liquidation of the Company (or any Member's Membership Interest or Economic Interest Owner's Economic Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members and Economic Interest Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty days of the end of the taxable year (or, if later, within one hundred twenty days after the date of the liquidation). The Company may offset damages for breach of this Operating Agreement by an Interest Holder whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Interest Holder.

(e) Except as otherwise required in the Act (and subject to Section 6.01), no Interest Holder shall have any liability to restore all or any portion of a deficit balance in such Interest Holder's Capital Account.

6.03 Withdrawal or Reduction of Members' Contributions to Capital:

(a) A Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) Subject to 6.03(a), a Member, irrespective of the nature of his Capital Contribution, has only the right to demand and receive cash in return for his Capital Contribution.

ARTICLE 7.

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

7.01 Allocations of Profits and Losses from Operations. The Net Profits and Net Losses of the Company for each fiscal year will be allocated proportionally among the Members according to the size of their ownership interest. The initial Member Allocation is set forth in Exhibit A.

7.02 Special Allocations to Capital Accounts. Notwithstanding Section 7.01 hereof:

(a) No allocations of loss, deduction and/or expenditures described in Code Section 705(a)(2)(B) shall be charged to the Capital Account of any Member if such allocation would cause such Member to have a Deficit Capital Account. The amount of the loss, deduction and/or Code Section 705(a)(2)(B) expenditure which would have caused a Member to have a Deficit Capital Account shall instead be charged to the Capital Account of any Members which would not have a Deficit Capital Account as a result of the allocation, in proportion to their respective Capital Contributions, or, if no such Members exist, then to the Members in accordance with their interests in Company profits pursuant to Section 7.01.

(b) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5), (6) of the Treasury Regulations, which create or increase a Deficit Capital Account of such Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially credited to the Capital Account of such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this Section 7.02(b) be interpreted to comply with the alternate test for economic effect set forth in Section 1.704-1 (b) (2) (ii) (d) of the Treasury Regulations.

(c) In the event any Member would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Member is obligated to restore to the Company under Treasury Regulations Section 1.704- 1(b)(2)(ii)(c) and such Member's share of minimum gain as defined in Section 1.704-2(g)(1) of the Treasury Regulations (which is also treated as an obligation to restore in accordance with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations), the Capital Account of such Member shall be specially credited with items of Membership income (including gross income) and gain in the amount of such excess as quickly as possible.

(d) Notwithstanding any other provision of this Section 7.02, if there is a net decrease in the Company's minimum gain as defined in Treasury Regulation Section 1.704-2(d) during a taxable year of the Company, then, the Capital Account of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This Section 7.02(d) is intended to comply with the minimum gain charge back requirement of Section 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, and the minimum gain charge back requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Managers may in their discretion (and shall, if requested to do so by a Member) seek to have the Internal Revenue Service waive the minimum gain charge back requirement in accordance with Treasury Regulation Section 1.704-2(f)(4).

(e) Items of Company loss, deduction and expenditures described in Code Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under Section 1.704-2(i) of the Treasury Regulations shall be allocated to the Members' Capital Accounts in accordance with Section 1.704-2(i) of the Treasury Regulations.

(f) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Treasury Regulations) such deductions shall be allocated to the Members in accordance with, and as a part of, the allocations of Company profit or loss for such period.

(g) In accordance with Code Section 704(c)(1)(A) and Section 704-1(b)(2)(i)(iv) of the Treasury Regulations, if a Member contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution.

(h) Pursuant to Code Section 704(c)(1)(B), if any contributed property is distributed by the Company other than to the contributing Member within five years of being contributed, then, except as provided in Code Section 704(c)(2), the contributing Member shall be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Member under Code Section 704(c)(1)(A) if the property had been sold at its fair market value at the time of the distribution.

(i) In the case of any distribution by the Company to an Interest Holder, such Interest Holder shall be treated as recognizing gain in an amount equal to the lesser of:

(1) the excess (if any) of (A) the fair market value of the property (other than money) received in the distribution over (B) the adjusted basis of such Member's Membership Interest or Economic Interest Owner's Economic Interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution, or

(2) the Net Pre-Contribution Gain (as defined in Code Section 737(b) of the Interest Holder. The Net Pre-Contribution Gain means the net gain (if any) which would have been recognized by the distributee Interest Holder under Code Section 704(c)(1)(B) of all property which (a) had been contributed to the Company within five years of the distribution, and (b) is held by the Company immediately before the distribution, if such property had been distributed by the Company to another Interest Holder. If any portion of the property distributed consists of property which had been contributed by the distributee Interest Holder to the Company, then such property shall not be taken into account under this Section 7.02(i) and shall not be taken into account in determining the amount of the Net Pre-Contribution Gain. If the property distributed consists of an interest in an Entity, the preceding sentence shall not apply to the extent that

the value of such interest is attributable to the property contributed to such Entity after such interest had been contributed to the Company.

(j) In connection with a Capital Contribution of money or other property (other than a de minimis amount) by a new or existing Interest Holder as consideration for an Economic Interest or Membership Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimis amount) by the Company to a retiring Interest Holder (as consideration for an Economic Interest or Membership Interest), the Capital Accounts of the Members shall be adjusted to reflect a revaluation of Company property (including intangible assets) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f). If, under Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations, Company property that has been revalued is properly reflected in the Capital Accounts and on the books of the Company at a book value that differs from the adjusted tax basis of such property, then depreciation, depletion, amortization and gain or loss with respect to such property shall be shared among the Members in a manner that takes account of the variation between the adjusted tax basis of such property and its book value, in the same manner as variations between the adjusted tax basis and fair market value of property contributed to the Company are taken into account in determining the Members' shares of tax items under Code Section 704(c).

(k) All recapture of income tax deductions resulting from the sale or disposition of Company property shall be allocated to the Member or Members to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

(l) Any credit or charge to the Capital Accounts of the Members pursuant to Sections 7.02(b), (c), and/or (d), hereof shall be taken into account in computing subsequent allocations of profits and losses pursuant to Section 7.01, so that the net amount of any items charged or credited to Capital Accounts pursuant to Sections 7.01 and 7.02 shall to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this Article 7, if the special allocations required by Sections 7.02(b), (c), and/or (d), had not occurred.

7.03 Distributions. All distributions of cash or other property shall be made to the Members pro rata in proportion to the respective Percentage Interests of the Members on the record date of such distribution. Except as provided in Section 7.04, all distributions of Distributable Cash and property shall be made at such time as determined by the Managers. If the Managers cannot agree on the distribution amounts, the final amount shall be by an affirmative vote of Members holding at least a Majority Interest. The Managers shall meet at least every three months to discuss such distributions. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 7.03.

7.04 Limitation upon Distributions.

(a) No distributions or return of contributions shall be made and paid if, after the distribution or return of contributions is made either

- (1) the Company would be insolvent; or
- (2) the net assets of the Company would be less than zero.

(b) The Managers may base a determination that a distribution or return of contribution may be made under Section 7.04(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

7.05 Accounting Principles. The profits and losses of the Company shall be determined in accordance with generally accepted accounting principles applied on a consistent basis using the cash method of accounting.

7.06 Interest on and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution.

7.07 Loans to Company. Nothing in this Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

7.08 Accounting Period. The Company's accounting period shall be the calendar year.

7.09 Records, Audits and Reports. At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Economic Interest Owner setting forth the amount of cash each Member and Economic Interest Owner has contributed, a description and statement of the agreed value of the other property or services each Member and Economic Interest Owner has contributed or has agreed to contribute in the future, and the date on which each became an Interest Holder;

(b) A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Operating Agreement, and copies of any financial statements of the Company for the three most recent years;

(e) Minutes of every meeting;

(f) Any written consents obtained from Members for actions taken by Members without a meeting; and

(g) Unless contained in the Articles of Organization or the Operating Agreement, a writing prepared by the Managers setting out the following:

(1) The times at which or events on the happening of which any additional contributions agreed to be made by each Member and Economic Interest Owner are to be made.

(2) Any right of an Interest Holder to receive distributions that include a return of all or any part of the Interest Holder's contributions.

(3) Any power of an Interest Holder to grant the right to become an assignee of any part of the Interest Holder's interest, and the terms and conditions of the power which power shall be subject to Article 8. of this Agreement.

7.10 Returns and other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information there from, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion, provided that the Managers shall make any tax election requested by Members owning a Majority Interest.

7.11 Tax Matters Partner. Douglas Anderson is designated the "Tax Matters Partner" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

7.12 Tax Preparation of Withdrawing Member. In the event of a Members Withdrawal Event from the Company, the Company shall continue through its Company's outside Tax Accountant to prepare all Federal and State Income Tax Returns for the Withdrawing Member or his or her estate for a minimum of five years, or until all proceeds due from LCM are received by the Withdrawing Member or his or her estate.

ARTICLE 8.

CHANGES IN MEMBERS

Section 8.01. Death, Dissolution, Retirement or Bankruptcy of Member.

(a) To the extent contemplated in the Act, the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company (a "Withdrawal Event"), shall dissolve the Company unless the remaining Member(s) unanimously consent to the continuation of the business of the Company ("Unanimous Consent"). Such unanimous consent need not include the consent of the Member who shall have caused the Withdrawal Event (the "Former Member"), who shall thereafter be and become an Assignee. Notwithstanding anything to the contrary, a Member desiring to resign shall give a minimum of thirty (30) days written notice to the Company.

(b) Upon the occurrence of the Withdrawal Event, and the Unanimous Consent, the Company, or existing Members of the Company as described in Section 8.02, shall purchase the Former Member's Membership Interest. Provided, however, if the purchase is triggered by the death or disability of a Member, the proceeds from the insurance policy on the life of the deceased or disabled Member, if any, shall be applied promptly to payment of the Purchase Price after receipt thereof.

(c) The Company or the Members shall attempt to purchase term life insurance policies on the lives of each Member in an amount sufficient to provide benefits at least equal to the valuation of the Membership Interest as described hereinafter. Neither the Company nor the Members shall be required to obtain such policies of life insurance if the cost to purchase them is deemed to be unreasonable. Failure or inability of the Company or the Members to purchase and maintain life or disability insurance shall not give rise to any claim hereunder.

(d) The Company shall provide accounting and legal services to the Former Member or his estate or other representative, if applicable, to assist in the preparation of legal services for the Company tax year(s) in which the Withdrawal Event occurs.

Section 8.02 Additional Members and Transfers of Membership Interests Among Members. From the date of the formation of the Company, any Person or Entity acceptable to the Members by their unanimous vote thereof may become a Member in this Company either by the issuance by the Company of Membership Interests for such consideration as the Members by their unanimous votes shall determine, or as a transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement. Members may also, by unanimous consent, agree to increase or decrease the Membership Interests of Members. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Managers may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the

Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

Section 8.03. Valuation and Payment of Membership Interests. The valuation of any Membership Interests sold, purchased, or transferred pursuant to Sections 8.01 and/or 8.02 shall be calculated as follows:

(a) The Calculated Net Worth will be based on a mean average of the Calculated Net Worth taken at the end of the nearest prior "tax quarter" prior to the Member's withdrawal and the December 31 Calculated Net Worth from the preceding two years. The end of the "tax quarter" will be defined as the following dates: March 31, May 31, August 31, or December 31. Beginning with calendar year starting January 1, 2019 and all following years the Calculated Net Worth for the entire year ending December 31 will be established by the mean average of the Calculated Net Worth taken at the end of each "tax quarter" and will be defined by the following dates: March 31, May 31, August 31 and December 31.

(b) The mean average of these three Calculated Net Worth amounts will be assigned a multiplier of 1.3, and that final amount will be determined the **Valuation** of Membership Interest assigned to the transaction.

(c) The Calculated Net Worth for the three dates described above will be determined by LCM's outside independent accountant by applying the following formula:

| | |
|--------------------------|------------|
| Cash Basis Net Worth | \$ _____ |
| Add: Accounts Receivable | + \$ _____ |
| Less: (Accounts Payable) | - \$ _____ |
| Add: Work in Process | + \$ _____ |
| Calculated Net Worth: | = \$ _____ |

Calculated Net Worth #1 (End of Calculated Net Worth 4-quarter mean average for Calculated Net Worth #1 or end of previous "tax quarter" if the event takes place between quarters) + Calculated Net Worth #2 (previous 12/31) + Calculated Net Worth #3 (previous 12/31 to calculation #2)) ÷ 3 = Average Calculated Net Worth.
Average Calculated Net Worth x 1.3 (multiplier) = **Valuation**

(d) The determination of Calculated Net Worth by LCM's outside independent accountant shall be final, and not subject to challenge by any Member, Economic Interest Owner, or their respective representatives.

(e) Upon the occurrence of a Withdrawal Event, the continuing Company or other purchasing party shall make distributions to the withdrawing Member, or his or her representative, in the total amount equal to the Valuation of the Member's Membership Interest, as determined pursuant to Section 8.03 hereof, as follows:

- i) Insurance Proceeds. If the Company or other purchasing party is the owner and beneficiary of any insurance on the life of a deceased Member from whose Estate the Company or other purchasing party is purchasing such Membership Interest, an amount equal to the death benefits payable to the beneficiary under the policy or policies shall be paid in cash at the date of sale to the Estate of the deceased Member on account of the Valuation of the Member's Membership Interest and only the balance, if any, may be deferred as provided in paragraph (ii). If the insurance proceeds exceed the Valuation of the Member's Membership Interest, the excess shall be the property of such owner and beneficiary of the insurance; and
- ii) Balance of Valuation. The excess (if any) of the Valuation of the Member's Membership Interest, over any amount of insurance payable under paragraph (i) above shall be payable in no more than sixty (60) months. The first \$300,000 (or total amount due if less than \$300,000) of the balance due shall be made in no more than sixty (60) equal consecutive monthly installments of principal and interest, with the first payment being due one (1) month after date of the sale or transfer resulting from the Withdrawal Event which caused the purchase of the Member's Membership Interest, with interest on the unpaid balance being computed at an annual rate equal to the long-term "Applicable Federal Rate" pursuant to Internal Revenue Code Section 1274 in effect, compounded and re-calculated on January 1 of each successive year until the total balance due has been paid out. This calculation and schedule will be determined by the Company's outside independent accountant. If the total balance due on the Membership Interest is greater than \$300,000, the remaining amount shall be made in quarterly payments at the same time and on the same schedule as the remaining Members' distributions are made of the Company's profits. The entire remaining balance due to the selling Member for his or her Membership Interest with interest as described above is to be completed in no more than sixty (60) months. The obligation to make such deferred payments shall be evidenced by the promissory note of the Company (LCM) made payable to the order of the selling Member or his or her Estate. The note shall be executed by the Company's managing Member(s). Such note shall be secured by liens (containing customary terms) on the Company's accounts receivable and on any real property owned by the Company, unless such liens create an event of default in a previously existing borrowing arrangement. All such liens under this Agreement shall be subordinate to any existing liens on such assets. The Company shall have the right to prepay such note or notes in whole or in part at any time without penalty.
- iii) A cap on the amount of combined interest and principal payments that is required to be made to all withdrawing Members and their Membership Interest at one time during any year will be limited to 7% of the Company's

gross revenues for that calendar year. The purpose of this provision is to ensure that the Company remains a viable debtor in the event of a decreased in profits. Any withdrawing Membership Interest payments prevented by the cap are not relinquished permanently but rather deferred, in the order in which the obligation was incurred, to the next calendar year in which the threshold is not exceeded. This subsection supersedes subsection ii above.

Section 8.04. Transfer and Assignment of Members' Membership Interest. Except as stated in Sections 8.01, 8.02, and 8.08, no Member shall be entitled to assign, convey, sell, encumber or in any way alienate all or any part of the Member's Membership Interest in the Company and as a Member except with the prior written consent of the all other Members, which consent may be given or withheld, conditioned or delayed (as allowed by this Agreement or the Act), as the remaining Members may determine in their sole discretion. Transfers in violation of this Section 8.02 shall only be effective to the extent set forth in Section 8.07(b) hereof.

Section 8.05. Further Restrictions on Transfer. No Member shall assign, convey, sell, encumber or in any way alienate all or any part of the Member's Membership Interest in the Company: (i) without registration under applicable federal and state securities laws, or unless he delivers an opinion of counsel satisfactory to the Company that registration under such laws is not required; or (ii) if the Interest to be sold or exchanged, when added to the total of all other Membership Interests sold or exchanged in the preceding twelve (12) consecutive months prior thereto, would result in the termination of the Company under Section 708 of the Code.

Section 8.06. Effect of Transfer.

(a) Any permitted transfer of all or any portion of a Member's Membership Interest in the Company will take effect on the first day of the month following receipt by the Members of written notice of transfer. Any Transferee of a Membership Interest in the Company shall take subject to the restrictions on transfer imposed by this Agreement.

(b) Upon any transfer of a Member's Membership Interest in the Company in violation of this Agreement, the Transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member, but such Transferee shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions to which the transferor of such Interest in the Company would otherwise be entitled.

Section 8.07 Transfer of Membership Interests into Grantor Trust. Notwithstanding anything to the contrary in this Operating Agreement, a Member is permitted to transfer his Membership Interest to a trust (a "Grantor Trust"), the entire portion of which the Member is deemed to be the owner for Federal income tax purposes, provided such Member retains full rights and control over any such Grantor Trust until the first to occur of the Member's death or disability; provided however, that Membership Interests owned by any such Grantor Trust shall, for purposes of this Operating Agreement, be deemed to be owned by the Member transferring such Membership Interest thereto. Membership Interests owned by any transferee permitted by this

section shall be subject to all of the terms, conditions, and restrictions of this Operating Agreement.

ARTICLE 9.

DISSOLUTION AND TERMINATION

9.01 Dissolution.

(a) The Company shall be dissolved upon the unanimous written agreement of all Members

(b) If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his estate or administering his property, but shall have no right to participate in the management or conduct of the Company's business..

9.02 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(2) Allocate any profit or loss resulting from such sales to the Members' and Economic Interest Owners' capital Accounts in accordance with Article 7. hereof,

(3) Discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such Reserves shall be deemed to be an expense of the Company),

(4) Distribute the remaining assets in the following order:

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(A) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of Article 7. and Section 6.02 of this Operating Agreement to reflect such deemed sale.

(B) The positive balance (if any) of each Interest Holder's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Interest Holder, either in cash or in kind, as determined by the Managers, with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to Section 10.02(b)(i). Any such distributions to the Interest Holders in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Managers shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

9.03 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed, articles of dissolution as required by the Act, shall be executed in duplicate and filed with the Illinois Secretary of State.

9.04 Effect of Filing of Articles of Dissolution. Upon the filing of articles of dissolution with the Illinois Secretary of State, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

9.05 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of his Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Member or Members shall have no recourse against any other Member, except as otherwise provided by law.

ARTICLE 10.

MISCELLANEOUS PROVISIONS

10.01 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if (1) either by actual delivery of the notice into the hands of the parties thereunto entitled; (2) or by the mailing of the notice in the U.S. mail, certified mail, return receipt requested; or (3) sent by nationally recognized, overnight delivery service, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. The notice shall be deemed to be received in case (1) on the date of its actual receipt by the party entitled thereto and in cases (2) or (3) on the date of its mailing or deposit with such delivery service. The failure or refusal of any party to accept any notice given pursuant to this paragraph shall be conclusively deemed receipt thereof and knowledge of its contents.

10.02 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 7.09. The books and records shall at all times be maintained at the principal place of business of the Company.

10.03 Application of Illinois Law. This Operating Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Illinois, and specifically the Act.

10.04 Waiver of Action for Partition. Each Member and Economic Interest Owner irrevocably waives during the term of the Company any right that it may have to maintain any action for the partition with respect to the property of the Company.

10.05 Amendments. This Operating Agreement may not be amended except in writing by the unanimous vote of the Members. Any amendment changing the Percentage Interests of the Members also requires the unanimous vote of the Members.

10.06 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rules or regulations.

10.07 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

10.08 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

10.09 Waivers. The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

10.10 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

10.11 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

10.12 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

10.13 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

10.14 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

10.15 Entire Agreement. This Operating Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. It contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

10.16 Joint Preparation. The initial Members have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the initial Members and no presumption or burden of proof shall arise favoring or disfavoring any initial Member by virtue of the authorship of any of the provisions of this Agreement.

10.17 Incorporation of Exhibits. The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below on the day and year first above written.


RICHARD A. LEHNER


JOHN H. CATLIN


DOUGLAS A. MOHNKE


DOUGLAS ANDERSON


MARK SMALL


CASEY BURCH



TODD DOUGLAS

EXHIBIT A

| NAME and ADDRESS | AMOUNT CONTRIBUTED | ECONOMIC INTEREST |
|--|--------------------|-------------------|
| RICHARD LEHNER 2419 Noyes Evanston, IL 60201 | | 23.33% |
| JOHN CATLIN 1410 N. State Parkway, #11B Chicago, IL 60610 | | 12.51% |
| DOUGLAS A MOHNKE Trustee for the Douglas A Mohnke Trust dated November 3, 2005 638 Michigan Evanston, IL 60202 | | 23.33% |
| DOUGLAS ANDERSON 611 W. Lincoln Avenue Wheaton, IL 60187 | | 25.83% |
| MARK SMALL 420 W. Colorado Ave. Frankfort, IL 60423 | | 5.00% |
| CASEY M BURCH 924 Lawn Circle Western Springs, IL 60558 | | 5.00% |
| TODD DOUGLAS 2842 N. Richmond St. Chicago, IL 60618 | \$293,446 | 5.00% |

UNANIMOUS CONSENT OF THE MEMBERS OF LCM ARCHITECTS, LLC

Pursuant to Section 10.05 of the Operating Agreement (the "Operating Agreement") of LCM ARCHITECTS, LLC, an Illinois Limited Liability Company (the "Company"), the Members of the Company take the following actions by unanimous vote:

RESOLVED, that the Operating Agreement of the Company is hereby amended and restated in its entirety, as set forth in Exhibit A to this Unanimous Consent and incorporated herein.

FURTHER RESOLVED, The Membership Interest of Richard Lehner and Douglas Mohnke is hereby reduced from twenty five and eighty-three one hundred percent (25.83%) each to twenty three and thirty-three one hundred percent (23.33%) each, and the membership interest of Todd Douglas is hereby increased from zero percent (0%) to five percent (5%).

Such changes to be implemented as follows for Todd Douglas:

1. As of January 1, 2020, Richard Lehner and Douglas Mohnke will reduce their Membership Interest each from 25.83% to 23.33%; and Todd Douglas is hereby increased from zero percent (0%) to five percent (5%).
2. On that same date, the Membership Interest of Todd Douglas will increase from 0% to 5%. In exchange for this 5% Membership Interest, Todd Douglas will contribute to his capital account a total of \$293,446 plus interest on any unpaid balance. This capital contribution is to be made at Todd Douglas's discretion, but at a minimum of TBD% of his LCM Architects quarterly distributions on the unpaid balance until the total balance has been paid. The interest on the unpaid balance will be computed at an annual rate equal to the long-term "Applicable Federal Rate" pursuant to Internal Revenue Code Section 1274 in effect, compounded and re-calculated on January 1 of each successive year until the total balance has been paid. Once the total payments to the capital account equals this amount (LCM "Valuation" plus interest), Todd Douglas will cease payments to the capital account and the payment for the 5% Membership Interest shall be fulfilled. The entire contribution, with interest to Todd Douglas capital account is to be completed in no more than seventy-two (72) months beginning January 1, 2020. Todd Douglas may prepay without penalty, in whole or part and at any time or from time to time, the amount necessary to achieve the afore described 5% Membership Interest.
 - a. January 1, 2020 "Valuation" \$5,868,916 (This Valuation was calculated per the Amended and Restated Operating Agreement, Section 8.03) Total capital account contributions to pay for 5% of ownership: \$293,446
3. If the firm "Valuation" increases or decreases by 35% or more, either party subject to this agreement may elect to re-evaluate the remaining balance for Todd Douglas's capital account contributions using the "Valuation" process defined in the Amended and Restated Operating Agreement, Section 8.03 for the percentage of the 5% increased ownership that has not yet been paid.

4. In the event of separation from the Company prior to the fulfillment of the contributions to the capital account as defined above, Todd Douglas's Membership Interest percentage calculation will be the percentage of the 5% ownership increase that has been fulfilled by the total of his capital contributions.


5. In the event that the Company ceases business operations prior to the fulfillment of the contributions to the capital account as defined above, Todd Douglas's ownership percentage calculation will be the percentage of the 5% ownership increase that has been fulfilled by the total of his capital account contributions.

6. In the event that the Members, prior to the completion of payment by Todd Douglas of the amounts necessary to increase his capital account to 5% of Valuation, determine to admit additional Members, or there is a withdrawal event of an existing Member in accordance with the procedures outlined in Article 8 of the Operating Agreement, the percentage of Membership Interest owned by, and the amounts owed by, Todd Douglas shall be proportionately adjusted.

Dated: as of April 15, 2020
And effective as of January 1, 2020


RICHARD LEHNER


JOHN CATLIN


DOUGLAS A. MOHNKE


DOUGLAS ANDERSON


MARK SMALL


CASEY BURCH


TODD DOUGLAS

Being all the current and new Members of
the Company

UNANIMOUS CONSENT OF THE MEMBERS OF LCM ARCHITECTS, LLC

Pursuant to Section 10.05 of the Operating Agreement (the "Operating Agreement") of LCM ARCHITECTS, LLC, an Illinois Limited Liability Company (the "Company"), the Members of the Company take the following actions by unanimous vote:

RESOLVED, that the Operating Agreement of the Company is hereby amended and restated in its entirety, as set forth in Exhibit A to this Unanimous Consent and incorporated herein.

FURTHER RESOLVED, that the Membership Interest of Richard Lehner is hereby reduced from twenty-five and 83/100 percent (25.83%) to 23 and 33/100% (23.33%) and the Membership Interest of Douglas A. Mohnke, Trustee for the Douglas A Mohnke Trust is hereby reduced from twenty-five and 83/100 percent (25.83%) to 23, and 33/100% (23.33%), The membership interest of Todd Douglas is each hereby increased from zero percent (0%) to five percent (5%).


Such changes to be implemented as follows for Richard Lehner:

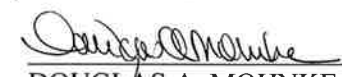
Per our discussion the following are the terms of my reduced ownership:

- The terms of this reduction will be based on the LCM Operating Agreement revised as of January 1, 2020.
- The value of 2.5% withdrawal will be calculated as defined in the LCM Operating Agreement dated January 1, 2020, Section 803 (a)(b)(c)(d). This amount will be defined as the LCM **Valuation**.
- The value of 2.5% withdrawal will be paid in two ways as defined in the LCM Operating Agreement dated January Section 803 (e) and revised below:
 1. A monthly payment of \$5,000 per month. This monthly payment will be deferred and the total amount due will be distributed in the quarterly payment amounts as defined in Section 803(e)(ii).
 2. The remaining balance will be distributed per Section 803(e)(i)(ii)(iii).

Dated: as of April 15, 2020
And effective as of January 1, 2020


RICHARD LEHNER


JOHN CATLIN


DOUGLAS A. MOHNKE



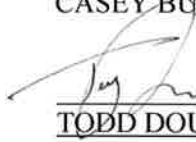
DOUGLAS ANDERSON



MARK SMALL



CASEY BURCH



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Company

UNANIMOUS CONSENT OF THE MEMBERS OF LCM ARCHITECTS, LLC

Pursuant to Section 10.05 of the Operating Agreement (the "Operating Agreement") of LCM ARCHITECTS, LLC, an Illinois Limited Liability Company (the "Company"), the Members of the Company take the following actions by unanimous vote:

RESOLVED, that the Operating Agreement of the Company is hereby amended and restated in its entirety, as set forth in Exhibit A to this Unanimous Consent and incorporated herein.

FURTHER RESOLVED, that the Membership Interest of Douglas A. Mohnke, Trustee for the Douglas A Mohnke Trust is hereby reduced from twenty-five and 83/100 percent (25.83%) to 23 and 33/100% (23.33%) and the Membership Interest of Richard Lehner is hereby reduced from twenty-five and 83/100 percent (25.83%) to 23, and 33/100% (23.33%), The membership interest of Todd Douglas is each hereby increased from zero percent (0%) to five percent (5%).

Such changes to be implemented as follows for Douglas A Mohnke, Trustee for the Douglas A Mohnke Trust:

Per our discussion the following are the terms of my reduced ownership:

- The terms of this reduction will be based on the LCM Operating Agreement revised as of January 1, 2020.
- The value of 2.5% withdrawal will be calculated as defined in the LCM Operating Agreement dated January 1, 2020, Section 803 (a)(b)(c)(d). This amount will be defined as the LCM **Valuation**.
- The value of 2.5% withdrawal will be paid in two ways as defined in the LCM Operating Agreement dated January Section 803 (e) and revised below:
 1. A monthly payment of \$5,000 per month. This monthly payment will be deferred and the total amount due will be distributed in the quarterly payment amounts as defined in Section 803(e)(ii).
 2. The remaining balance will be distributed per Section 803(e)(i)(ii)(iii).

Dated: as of April 15, 2020

And effective as of January 1, 2020



RICHARD LEHNER



JOHN CATLIN



DOUGLAS A. MOHNKE


DOUGLAS ANDERSON


MARK SMALL


CASEY BURCH


TODD DOUGLAS

Being all the current and new Member of the
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