

CMS

**STATE OF ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT
SERVICES**

REAL ESTATE LEASE NO. 1561

LEASE

BETWEEN

STATE OF ILLINOIS,

THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES, AS LESSEE

AND

**MARINE BANK SPRINGFIELD, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL
ASSOCIATION, TRUSTEE UNDER TRUST NO. 530045 DATED NOVEMBER 15, 2001 (THE
LELAND BUILDING), AND NOT PERSONALLY, AS LESSOR**

AT

527 E. CAPITOL AVE.

SPRINGFIELD, ILLINOIS 62701

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STATE OF ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT
SERVICES

CMS

REAL ESTATE LEASE

LEASE CONTROL NO. 1561

LEASE AGREEMENT

ARTICLE I. BASIC LEASE PROVISIONS

1.01 DATE AND PARTIES

This Lease (this "Lease") entered into this 5th day of September 2007 by and between Marine Bank Springfield, as successor Trustee to LaSalle Bank National Association, Trustee under Trust No. 530045, dated November 15, 2001 (The Leland Building) and not personally, (the "Lessor") and the State of Illinois, Department of Central Management Services for the use of the State entities specified herein (the "Lessee"). The using agency is: Illinois Commerce Commission

1.02 NOTICES

All notices provided to be given under this Agreement shall be given by certified mail and shall be deemed received by the party designated to receive such notice three (3) days following the date of deposit in the United States Mail and addressed to the proper party, at the following address:

Lessor: Marine Bank Springfield, as successor Trustee to LaSalle Bank National Association, Trustee Under Trust No. 530045, dated Nov. 15, 2001 (The Leland Building), and not personally, 3050 W. Wabash Ave. Springfield, Illinois 62704

Lessee: Department of Central Management Services Transactions & Property Administration 721 Stratton Office Building Springfield, Illinois 62706

Emergency: N/A
Telephone: Call managing agent (Mr. Stanley Stern)

Attention: N/A

Attention: Manager, Transactions & Property Administration

With a copy to: Mr. Stanley Stern 631 E. Adams St. Springfield, Illinois 62701

With a copy to: Illinois Commerce Commission Ms. Jane Fields, Manager Adm. Services Division 527 E. Capitol Ave. Springfield, Illinois 62701

Telephone: 217.522.3231

Telephone: 217.782.2146

Facsimile:

Facsimile: 217.785.5231

E-mail:

E-mail: jfields@icc.illinois.gov

1.03 PREMISES

Lessor leases to Lessee upon the terms and conditions contained in this Lease, the "Premises" consisting of 90,196 rentable square feet comprised of the following:

<u>45,735</u> square feet of <u>office</u>	type of space on the <u>4th, 5th, 6th, 7th and 8th floors</u>
<u>9,067</u> square feet of <u>office</u>	type of space on the <u>3rd floor</u>
<u>12,408</u> square feet of <u>office</u>	type of space on the <u>2nd floor</u>
<u>11,579</u> square feet of <u>office</u>	type of space on the <u>1st floor, office space area in Leland Building</u>
<u>3,801</u> square feet of <u>office</u>	type of space on the <u>1st floor, Annex Building/Printshop area</u>
<u>1,295</u> square feet of <u>office</u>	type of space on the <u>mezzanine</u>
<u>5,644</u> square feet of <u>storage</u>	type of space in the <u>basement</u>
<u>667</u> square feet of <u>storage</u>	type of space on the <u>mezzanine</u>

(suite(s) _____), as outlined by ~~cross hatching on Exhibit A-1~~ (the "Premises"). The Premises are located in the building containing 105,233 rentable square feet and further identified as the "Building":

527 E. Capitol Ave.

Springfield, Illinois 62701

Sangamon County

Lessor shall provide _____ useable square feet of dry, lockable storage space as shown in ~~Exhibit A-2~~. (*Intentionally Omitted.*)

Lessee shall have the right, in common with others, to use the "Common Area Facilities" of the Building which may include, but are not limited to, passenger and freight elevators, loading docks, sidewalks, parking areas, driveways, hallways, stairways, public restrooms, common entrances, lobby, emergency systems, and other similar public areas and access ways of the Building and the Land.

Lessee's percentage of Net Building Rentable Area: 86%

1.04 AREA MEASUREMENT

For purposes of this Lease, the Premises and the Building shall be based on Area Measurement Rules, Section 5000.310, Illinois Administrative Code derived from "Standard Method of Measuring Floor Area in Office Buildings," Building Owners and Management Association (BOMA), International.

1.05 LEASE TERM

The initial term of this Lease is for 60 months and shall begin on January 1, 2009 (the "Lease Commencement Date"), and shall expire on December 31, 2013 (the "Lease Expiration Date"). The term of this Lease shall be referred to as the "Lease Term."

1.06 EARLY TERMINATION

Lessee shall have the option to terminate this Lease upon the end of the thirty-sixth (36th) lease month by providing 120 days' prior written notice to the Lessor. If partially terminated, the relinquished space must be located in an area that is suitable for occupancy by another Tenant.

1.07 IMPROVEMENTS- (INTENTIONALLY OMITTED)

~~The parties agree that the "Improvements" including the Agency Programmed Requirements, Tenant Improvement Work, Scope Drawings, and Specifications contained in the attached Exhibit B (the "Improvements") shall be the full scope and definition of work required to be made by the Lessor at his or her sole cost and expense under the terms of this Lease. Improvements shall be completed two weeks prior to the Lease Commencement Date. The Construction Documents (design, drawings, and specifications) necessary for the Lessor to obtain all applicable building permits and certifications of occupancy, as determined by the local building permit issuing authority, prepared by the Lessor pursuant to the Architecture Practice Act of 1989 [225 ILCS 305] for the Improvements defined by Exhibit B, shall become a portion of Exhibit B by reference upon written approval by the Lessee. All costs expended by the Lessor and all contracts entered into by the Lessor for the performance of the Improvements on behalf of the Lessee shall be subject to review by Lessee upon written notice.~~

ARTICLE II. LESSEE'S OBLIGATION TO PAY RENT

2.01 RENT

Lessee shall pay Rent to Lessor (the "Rent"), in accordance with the Rent Schedule attached as Exhibit C. Lessee shall pay the monthly Rent, in arrears, subject to legislative appropriation, by State warrant. The Rent shall be prorated on a per diem basis based on 365 days for the first month or the last month of the Lease Term if the Lease Commencement Date is not the first day of a calendar month, or the Lease Expiration Date is not the last day of a calendar month. Send payment to: Marine Bank Springfield, as successor to LaSalle Bank National Association, Trustee under Trust No. 530045 dated November 15, 2001 (The Leland Building), and not personally, 3050 W. Wabash Ave., Springfield, Illinois 62704.

2.01(a) RENTAL

Lessor may only look to the Using Agency for payment of rent or other charges. The Department of Central Management Services is not responsible for payment unless the Using Agency is a consolidated Agency.

ARTICLE III. LESSOR'S OBLIGATIONS

3.01 CARE AND MAINTENANCE

Lessee accepts the Premises as presently constituted except for non-compliance by Lessor with all applicable building, fire, and life safety codes and latent defects, and further subject to the completion of Improvements required to be made by Lessor, if any, in strict conformity with the provision of Article 1.07 (IMPROVEMENTS) herein.

Lessor shall provide Lessee with the services stated below at Lessor's sole cost and expense and in a manner consistent with those services provided by other lessors of similar buildings of comparable age, condition, character, size, and lessee composition in the same geographic market sector.

- A. Power as required to supply heating, cooling, and ventilation to maintain the Premises at or below 78 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season. *(see Section 3.01T below.)*
- B. Power as required by Lessee for all necessary fixtures and equipment. *(see Section 3.01T below.)*
- C. Necessary commercial grade fixtures for heating, cooling, water, electricity, plumbing, and all maintenance and repairs.
- D. Installation and maintenance of an adequate ventilating system to maintain air exchange levels in conformance with all applicable codes.
- E. Fluorescent lamps, ballasts, and all necessary repair or replacement expenses related to such lighting.
- F. Hot and cold potable water and sewer as required by Lessee. *(see Section 3.01T below.)*
- G. Cleaning service and scavenger service to keep Premises clean, healthful, and sightly as per attached Janitorial Specifications (Exhibit D).
- H. Integrated pest management service to ensure Premises are pest and rodent free.
- I. Elevator service where applicable, shall be provided twenty-four (24) hours/day, seven (7) days/week, including Holidays and the period during which Lessee moves into and out of the Premises.
- J. Service and maintenance of fire extinguishers.
- K. Snow and ice removal from sidewalks and parking areas adjacent to the Premises.
- ~~L. Maintenance of lawn and shrubs. N/A~~
- ~~M. Parking for _____ vehicles. General maintenance of parking lot. N/A
Address of parking lot: _____. Parking shall be available and accessible to Lessee for Lessee's use twenty four (24) hours per day, seven (7) days per week per Exhibit A-3.~~

- N. Provide for surface mounted raceways or wall cavity conduit that allows Lessee to install computer and telecommunications wiring.
- O. All general maintenance and repairs not caused by Lessee's negligence.
- P. Maintenance of and service to all Common Area Facilities, which shall include cleaning, HVAC, electrical current and illumination, repairs, replacement, and trash disposal.
- Q. Operation, maintenance and monitoring of all security systems and life safety systems.
- R. The Lessor shall provide the above services during the Business Hours specified in Exhibit C.
- S. ~~Operating Expenses will exclude the items listed in Exhibit E, Operating Expense Exclusions. N/A~~
- T. Using Agency shall reimburse the Lessor for their proportionate share of Lessor's increase in water, sewer, electric, and gas costs above the base year costs for Fiscal Year 2007 upon receipt of the actual billing or copies of the same from the Lessor. The Using Agency's proportionate share of billing is 86%. Lessor will provide Lessee with utility information, updated quarterly, allowing Lessee to anticipate any additional utility charges prior to year end.
- U. Cleaning and painting after 30 months.

3.02 ELECTRICITY

Electricity shall be paid for by the Lessor.

3.03 LIFE SAFETY AND SECURITY REQUIREMENTS

Lessor shall maintain the Life Safety and Security systems and shall comply with all requirements of all prevailing governmental authorities having or claiming jurisdiction over the Building and the Common Area Facilities.

3.04 ACCESSIBILITY

Lessor acknowledges that compliance with the Environmental Barriers Act and the Illinois Accessibility Code is a continuing obligation of Lessor requiring any and all elements and space altered improved, or newly constructed to conform to the applicable technical standard described in the Code. Lessor further acknowledges sole responsibility for the obligations of an owner under the Americans with Disabilities Act of 1990 and all relevant regulations promulgated thereunder.

ARTICLE IV. LESSEE'S RIGHTS AND OPTIONS

4.01 SUBLEASING AND ASSIGNMENT

Lessee may sublease all or any part of the Premises or assign this Lease upon the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

4.02 SUBSTITUTION

Lessee may substitute using agencies in the Premises upon thirty (30) days' written notice to the Lessor.

4.03 ALTERATIONS

Lessee may make improvements, additions, installations, decorations, and changes ("Alterations") of a non-structural nature to the Premises without Lessor's prior written approval. Non-structural Alterations means any Alterations which do not affect any of the major Building systems or structural components. Lessee may make any other alterations to the Premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

4.04 LESSEE SIGNAGE

Lessor, at its sole cost and expense, shall provide Lessee with identification and signage in accordance with Lessee's specifications as shown in Exhibit B.

4.05 RENEWAL OPTION

The Lessee has the right to renew the Lease for a further period of 60 months at the rate shown on Exhibit C, subject to the following modifications: 1) Rent payments representing the value of any future fully amortized Lessee Improvements shall be deducted from Rent; 2) Lessee may request and negotiate with the Lessor for additional Rent concessions, subject to the maximum renewal rental rates and concessions specified in Exhibit C, provided Lessee gives ninety (90) days' written notice to Lessor of its intention to exercise such option.

4.06 EXPANSION OPTION (INTENTIONALLY OMITTED)

Insert negotiated expansion options specific to transaction, if applicable.

4.07 PURCHASE OPTION (INTENTIONALLY OMITTED)

~~Lessor grants to Lessee a purchase option (see attached Exhibit J, Purchase Option) at the then fair market value less the value of improvements paid for by the Lessee in accordance with Section 5000.380 Improvements of the Illinois Administrative Code.~~

4.08 TELECOMMUNICATIONS

Lessor shall impose no fee on Lessee's telecommunications line, including fees on the vendor of telecommunication services. Additionally, Lessee's choice of telecommunications vendor shall not be unreasonably restricted by Lessor.

ARTICLE V. LIABILITY

5.01 INSURANCE AND INDEMNITY

A. Lessor's Insurance

Lessor shall maintain in full force and effect during the Lease Term all-risk property damage insurance for the Building and the Common Area Facilities and all improvements on the Land and the Lessee Improvements described in Exhibit B (Improvements), in the amounts of the full replacement values thereof, as the values may exist from time to time. Boiler and Machinery Insurance; Comprehensive General Liability Insurance, including Contractual Liability, on an occurrence basis with limits of not less than \$5,000,000 per occurrence (this may be accomplished in the form of one policy and/or a combination of a primary policy and umbrella excess totaling \$5,000,000); Worker's Compensation and Employer's Liability Insurance for all of Lessor's agents, employees, and contractors; Automobile Liability Insurance for any automobiles or vehicles operated by Lessor, its agents, employees, or contractors in connection with the operation or maintenance of the Building and the Common Area Facilities, with limits of not less than \$1,000,000. Lessor's insurance shall be issued by insurance companies licensed to do business in the state where the Building is situated, with a general policyholder rating of at least A-and a financial rating of at least V in the most current Best Insurance Report available at the time of execution of this Lease. If the Best's ratings are changed or discontinued, Lessor and Lessee shall agree to an equivalent method of rating insurance companies. Lessor shall annually provide a Certificate of Insurance that meets these specifications to CMS upon request.

B. Lessee's Insurance

Lessee is self-insuring. A Certificate of Insurance of the Lessee's self-insurance coverage will be provided upon request. Limits of coverage are in accordance with existing State of Illinois statutes.

5.02 ENVIRONMENTAL ASSESSMENT

Lessor acknowledges that compliance with the National Emission Standard for Hazardous Air Pollutants promulgated by the United States Environmental Protection Agency pursuant to Section 112 of the Clean Air Act is a continuing obligation of the Lessor requiring any demolition or renovation activity completed on behalf of the State of Illinois to comply with the standards set forth in 40 CFR 61.145.

Lessor agrees to indemnify, defend, and hold Lessee harmless from any costs and expenses, including attorney fees, incurred by Lessee, due to any liability arising from mold, asbestos claims or from any liability arising from any claims due to the presence of Hazardous Materials in the Building.

5.03 HOLDOVER

If, after the expiration of the Lease, the Lessee retains possession of the Premises, the Lease shall continue in full force and effect on the same terms and conditions except the Lease shall be on a month-to-month basis until terminated. Rent shall be paid monthly in arrears on a prorated basis at the rate paid during the last month of the expired Lease Term less any funds being paid by the Lessee during the term towards fully amortized Lessee Improvement costs. Refer to Exhibit C for Holdover Rent amount.

ARTICLE VI. STANDARD TERMS AND CONDITIONS

6.01 REQUIREMENTS OF LAW

Lessor shall be responsible for compliance, at Lessor's sole cost and expense, with all statutes, rules, ordinances, orders, codes and regulations, and legal requirements and standards issued thereunder, as the same may be enacted and amended from time to time (collectively referred to in this Lease as the "Laws"), which are applicable to all or any part of the physical condition and occupancy of the Building, the Common Area Facilities, or the Land or additions thereto.

Lessor represents and warrants that the Building, the Common Area Facilities, and the Premises are in compliance with the Laws as of the Lease Commencement Date.

Lessor shall also obtain, at Lessor's sole cost and expense, any permit, license, certificate, or other authorization required for the lawful and proper use and occupancy by Lessee or any other party of all or any part of the Premises, and shall exhibit the same to Lessee upon Lessee's request.

Lessor acknowledges that compliance with the Environmental Barriers Act and the Illinois Accessibility Code is a continuing obligation of Lessor requiring any and all elements and space altered, improved, or newly constructed to conform to the applicable technical standard described in the Code. For facilities carrying out programs funded in whole or in part by Federal funds, the Lessor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973.

Lessor shall notify Lessee of any violation notices or waivers of building, OSHA or life safety codes, or outstanding insurance carrier recommendations that Lessor receives, with respect to the Building and the Common Area Facilities. Lessee shall notify Lessor of any OSHA violation notices with respect to the Premises. Lessor shall be responsible for the compliance of the Common Area Facilities with applicable laws relating to architectural barriers to the disabled, including but not limited to the law commonly known as the "Americans with Disabilities Act of 1990" (the "ADA") and all relevant regulations promulgated thereunder. Lessor hereby agrees to indemnify, defend, and hold Lessee harmless from all loss, cost, liability, or expense, including reasonable attorney fees, resulting from its failure to comply with all laws relating to the Premises and condition of the Common Area Facilities, including but not limited to the ADA.

6.02 PREVAILING WAGE

All Lessee Improvement work completed on behalf or for the use of the Lessee shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor.

6.03 FISCAL FUNDING

This Lease shall be subject to termination and cancellation without penalty in any year for which the General Assembly fails to make an appropriation to pay the Rent or other obligations of Lessee hereunder. Lessor acknowledges that all obligations of the Lessee shall also immediately terminate in the event any Federal funding source, upon which the Lessee is dependent to pay Rent or other charges under the terms of this Lease, fails to appropriate or otherwise make available the funds required.

ARTICLE VII. LOSS OF PREMISES

7.01 DAMAGES/UNTENANTABILITY

If the Premises or the Building are totally destroyed by fire or any other casualty, this Lease shall automatically terminate as of the date of such destruction. If any portion of the Building, the Common Area Facilities, or the Premises are damaged to the extent that Lessee cannot use any portion of the Building, or Common Area Facilities, or the Premises to conduct its business for at least ninety (90) days, Lessee may terminate this Lease as of the date of damage by notice to Lessor within thirty (30) days after such date. If the Building or any portion of the Common Area Facilities or the Premises are damaged by fire, casualty, or any other cause then, except as provided below, the damage shall be promptly repaired by and at the sole cost and expense of Lessor. Until such repairs and

restoration are completed, the rent shall be abated in proportion to the portion of the Premises or Common Area Facilities that are unusable or inaccessible by Lessee in the conduct of its business by virtue of such casualty.

7.02 CONDEMNATION

If, during the term of this Lease or any renewal, the whole or part of the Premises is condemned so as to make the Premises unusable or a considerable loss of utility results, the Lessee may terminate the Lease by giving at least thirty (30) days' written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by Lessee.

ARTICLE VIII. ESTOPPEL

8.01 ESTOPPEL CERTIFICATE

Lessee shall, upon written request from Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the Rents and other charges have been paid; and whether or not to the best of Lessee's knowledge Lessor is in default hereunder and, if so, specifying the nature of the default.

ARTICLE IX. NON-DISTURBANCE AND QUIET ENJOYMENT

9.01 NON-DISTURBANCE

This Lease and any extensions of the term hereof shall be subordinate, at the option of Lessor, to any and all encumbrances given by Lessor on the Premises or to secure funds for any building to be constructed by Lessor or the completion of other renovations or improvements to the existing structures located on the Premises to be performed by Lessor. Lessee agrees to enter into and execute a written Agreement of Subordination, Non-Disturbance and Attornment in the form provided in Exhibit F attached hereto provided, however, that such agreement previously executed by the Lender specified therein shall be tendered to Lessee simultaneously with this Lease following execution of this Lease by Lessor.

9.02 QUIET ENJOYMENT

Lessee shall have the peaceful and quiet enjoyment and possession of the Premises without any interference from Lessor or any person claiming by, through, or under Lessor.

ARTICLE X. DISPUTES

10.01 DEFAULT BY LESSOR

If Lessor fails to perform any of its obligations under this Lease (a "Lessor Default"), Lessee may give Lessor notice specifying the Lessor Default. If a cure is not accomplished within fifteen (15) days after receiving notice from Lessee or within a reasonable period of time thereafter or if the Lessor Default cannot be cured within fifteen (15) days and Lessor is not pursuing a cure with due diligence, then in addition to all rights, powers, or remedies permitted by Law, Lessee may (i) correct the Lessor default and deduct the cost from the Rent; or (ii) withhold the payment of Rent and any other sums due hereunder until Lessor has corrected the specified Lessor Default; or (iii) upon the failure of Lessor to cure any Lessor Default within thirty (30) days of receipt of notice thereof, Lessee shall have the right to seek the judicial remedy of specific performance, or to terminate this Lease by providing Lessor with notice of such termination.

10.02 REDUCTION OF SERVICES

The Rent is based in part upon services that Lessor shall provide as described in Section 3.01 (CARE AND MAINTENANCE). If, for any reason, Lessor does not provide any or all of these services in the manner described in Section 3.01 for more than five (5) consecutive days following notice of such failure from Lessee, the Rent shall be abated on a per diem basis for the period of interruption beginning with the date the interruption in services began and ending when the services are fully restored.

10.03 SELF HELP

In the event that the Lessor has failed to perform any of its services or maintenance within the Premises, then Lessee shall have the right to perform such maintenance or service and charge Lessor. Lessee may offset the associated costs against rent if Lessor does not pay Lessee's invoices.

10.04 GOVERNING LAW

This Lease, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Illinois.

ARTICLE XI. MISCELLANEOUS

11.01 FORCE MAJEURE

After the Lease Commencement Date, or after Lessee takes occupancy of the Premises neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Lease if the party's failure to perform is attributable to war, riot, acts of God, or the elements or any other unavoidable act not within the control of the party whose performance is interfered with and that by reasonable diligence such party is unable to prevent. However, neither party shall be excused from the timely performance of its obligations under this Lease for a period of time greater than ninety (90) days on account of force majeure.

11.02 OCCUPANCY AND SURRENDER

~~A using agency will be entitled to occupancy on the Lease Commencement Date. If for any reason occupancy is delayed, Lessee will not be liable for Rent until it has taken occupancy, and rental will be prorated from date of occupancy. If occupancy is not given within _____ days of the Lease Commencement Date for reasons other than the delay by causes beyond the reasonable control of the Lessor, then Lessee at its own option may terminate the Lease. (Intentionally Omitted.)~~

~~Cause for delay beyond the reasonable control of the Lessor shall be the result of strikes, lockouts, or causes that could not have been reasonably foreseen by Lessor. It is understood and agreed by parties hereto that the inability of Lessor to acquire mortgage or other financing, for whatever reason, shall not constitute unforeseeable cause for delay. (Intentionally Omitted.)~~

All improvements including but not limited to systems furniture and Lessee trade fixtures, including moveable partitions, panels, screens, and HVAC systems provided by Lessee, are Lessee's property and shall remain Lessee's property at the expiration of the Lease Term, unless otherwise so elected by Lessee.

Upon the termination of this Lease, Lessee's only requirement shall be to return the Premises in broom-clean condition.

11.03 BINDING ON SUCCESSORS

This Lease shall bind the parties, their heirs, successors, representatives, and permitted assigns.

11.04 PARTIAL INVALIDITY

If any provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to all other persons and circumstances shall not be affected and shall be valid and enforceable to the fullest extent of the law; provided, however, if the provisions of this Lease relating to Lessee's stated use of the Premises shall be determined by any government agency having jurisdiction to be invalid or unenforceable, this Lease, effective as of the date of such determination, shall be, and shall be deemed to be, void and of no further force or effect, and Lessee shall have no further obligations hereunder.

11.05 WAIVER

The failure of either party to exercise any of its right is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

11.06 BREACH

Failure of the Lessor to comply with this Lease, including but not limited to the failure to complete Improvements in accordance with Section 1.07 herein or within the time as agreed upon in this Lease, or failure to make or complete in a reasonable time necessary repairs is a breach of this Lease. In the event Lessee is in possession or elects to take possession of the premises prior to completion of Improvements, Lessee shall have the option of curing the breach by reducing lease payments equal to the corresponding percentage of the improvement value to the lease value until the Lessor complies with the Lease and Improvements are certified as complying with Section 1.07 herein by the Lessee as Chief Procurement Officer and the leasing State agency. Lessee shall have the option of curing the breach by having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or

terminating the Lease. If the Lease is terminated, Lessee may take, or remain in, possession, making lease payments at the reduced monthly rate until suitable substitute premises are available. Rental periods less than one full month shall be prorated on a daily basis.

11.07 COVENANTS BINDING

All covenants and representations made in this Lease are dependent, and will be binding upon, apply to, and be for the benefit of any successor in interest to the parties. No provision of this Lease may be modified or additional requirements established without the express written approval of the Lessor.

11.08 EXAMINATION OF RECORDS

Lessor agrees to allow Lessee to examine all records pertaining to this Lease, to verify compliance with this Lease and costs associated with this Lease.

11.09 OWNERSHIP

Lessor covenants and warrants that record title to the Premises is held by the Lessor or that Lessor has lawful authority and the requisite site control to enter into this Lease by virtue of other contractual agreements with the record title owner or subsequent transferees, assigns, or successors in interest (i.e., Lessee, Sub-Lessee, Contract Purchaser, Optionee, etc.). Failure by the Lessor to fully and accurately complete the provisions of Exhibit G, the Disclosure Statement, attached hereto and incorporated by reference herein, shall constitute a material breach of this Lease.

It is acknowledged that in the event of such a material breach by the Lessor, its assigns, transferees, or other successors in interest, Lessee shall be entitled to immediately terminate this Lease and vacate the Premises. In the alternative, Lessee may elect to declare the material breach but retain possession for the balance of any term remaining, and as liquidated damages and not as a penalty, to reduce rental payments and other charges due hereunder by twenty-five percent (25%) for the entire term of this Lease, including any extensions thereto or periods of holdover, or until the material breach is cured by full and complete disclosure, whichever occurs first. The foregoing reductions represent a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses to Lessee that might result from such breach.

11.10 CHANGE OF OWNERSHIP OR BENEFICIAL INTEREST

Lessee must be notified in writing by Lessor of any change in ownership and/or beneficial interest of a trust within thirty (30) days of the event. All assigns, transferees, or other successors in interest to Lessor shall be required to comply with any and all disclosure requirements of applicable Illinois law, administrative rule, or regulation governing real estate transactions. It is understood and agreed by the parties that any subsequent assigns, transferees, and other successors in interest to the Lessor shall be specifically subject to the liquidated damages provisions of the preceding Article for material breach in failing to comply with disclosure requirements.

11.11 GOVERNING LAW AND JURISDICTION

Illinois law shall be used in interpreting this Lease and in determining the rights of the parties under its terms and conditions. Jurisdiction shall be in the State of Illinois Court of Claims as to any legal action or proceeding filed by Lessor for litigation of rights or claims against the Lessee.

11.12 NON-DISCRIMINATION

Lessor, its employees, and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act of 1990, and rules applicable to each. The Department of Human Rights Equal Employment Opportunity clause is incorporated by reference.

11.13 TIME IS OF THE ESSENCE

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

11.14 REMEDIES CUMULATIVE

All remedies provided for the benefit of the Lessee under this Lease are cumulative. Lessee's selection and imposition of a particular remedy shall not be deemed an election of remedies under this Lease.

11.15 ENTIRE AGREEMENT

This Lease and all of its written and attached Exhibits, riders, addendums, modifications, and amendments constitutes the entire agreement between Lessor and Lessee with respect to the Premises and the Common Area Facilities and may be amended or altered only by written agreement executed by both parties. Lessor warrants that it owns the Building as described herein, and each party warrants that it is authorized to enter into this Lease.

11.16 ATTACHMENTS

The following exhibits are part of this Lease and were attached before this Lease was signed by the parties:

- Exhibits:
- A-1 Plan of the Premises (provided by the Lessor)
 - ~~A-2. Plan of Storage Space (provided by Lessor)~~
 - ~~A-3. Plan of Parking Areas (provided by Lessor)~~
 - ~~B. Improvements~~
 - C. Base Rent Schedule (including amortization)
 - D. Janitorial Specifications
 - ~~E. Operating Expense Exclusions~~
 - F. Subordination, Non-Disturbance, and Attornment Agreement
 - G. Real Estate Disclosure Statement
 - H. Lessor Certification
 - I. Federal Tax Identification Number
 - ~~J. Purchase Option~~
 - K. Integrated Pest Management Services

11.17 AUTHORITY TO EXECUTE

Parties signing this Lease on behalf of the Lessor certify that they have authority to execute the Lease and to commit to all described covenants.

LESSOR: MARINE BANK SPRINGFIELD, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, TRUSTEE UNDER TRUST NO. 530045, DATED NOVEMBER 15, 2001 (THE LELAND BUILDING) AND NOT PERSONALLY,

BY [Signature] DATE 10.03.2008

PRINTED NAME George J. Lavbner

TITLE Senior Vice President

ATTEST [Signature]

STATE OF ILLINOIS, USING AGENCY, BY ILLINOIS COMMERCE COMMISSION

BY [Signature] DATE 10/16/08

PRINTED NAME Tim Anderson

TITLE Executive Director

STATE OF ILLINOIS, LESSEE, BY DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

BY [Signature] DATE 11/25/08

PRINTED NAME James P. Sledge Nick Kanellopoulos, Deputy Director/Bureau Mgr.

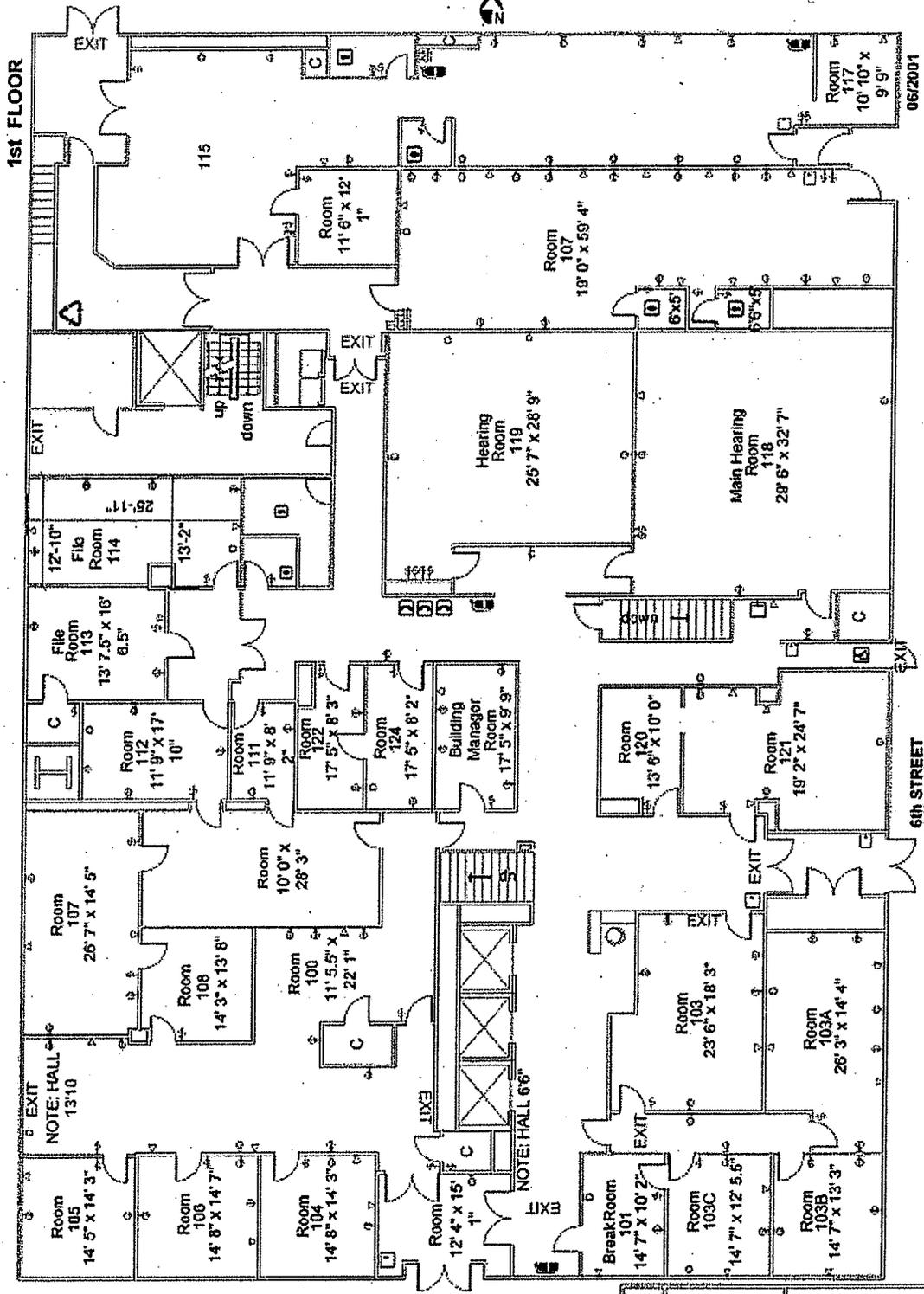
TITLE Director

Negotiated By: Susan D. Solon September 5, 2007
Leasing Representative Date

[Signature]
ICC State Purchasing Officer

[Signature]
ICC General Counsel
Interim

EXHIBIT A-1 - PLAN OF THE PREMISES (continued)



CAPITOL AVENUE

SCALE 3/32" = 10'

⊙	STROBE
⊙	HORN STROBE
⊙	SMOKE DETECTOR
⊙	HEAT DETECTOR
⊙	FIRE HOSE
⊙	PAYPHONE
⊙	VENDING MACHINE
⊙	WATER FOUNTAIN
⊙	PULL STATION
⊙	QUADRUPEL OUTLET
⊙	DOUBLE SWITCH
⊙	LIGHT SWITCH
⊙	TELEPHONE JACK
⊙	PORTABLE WALL
C	CLOSET

EXHIBIT A-1 - PLAN OF THE PREMISES (continued)

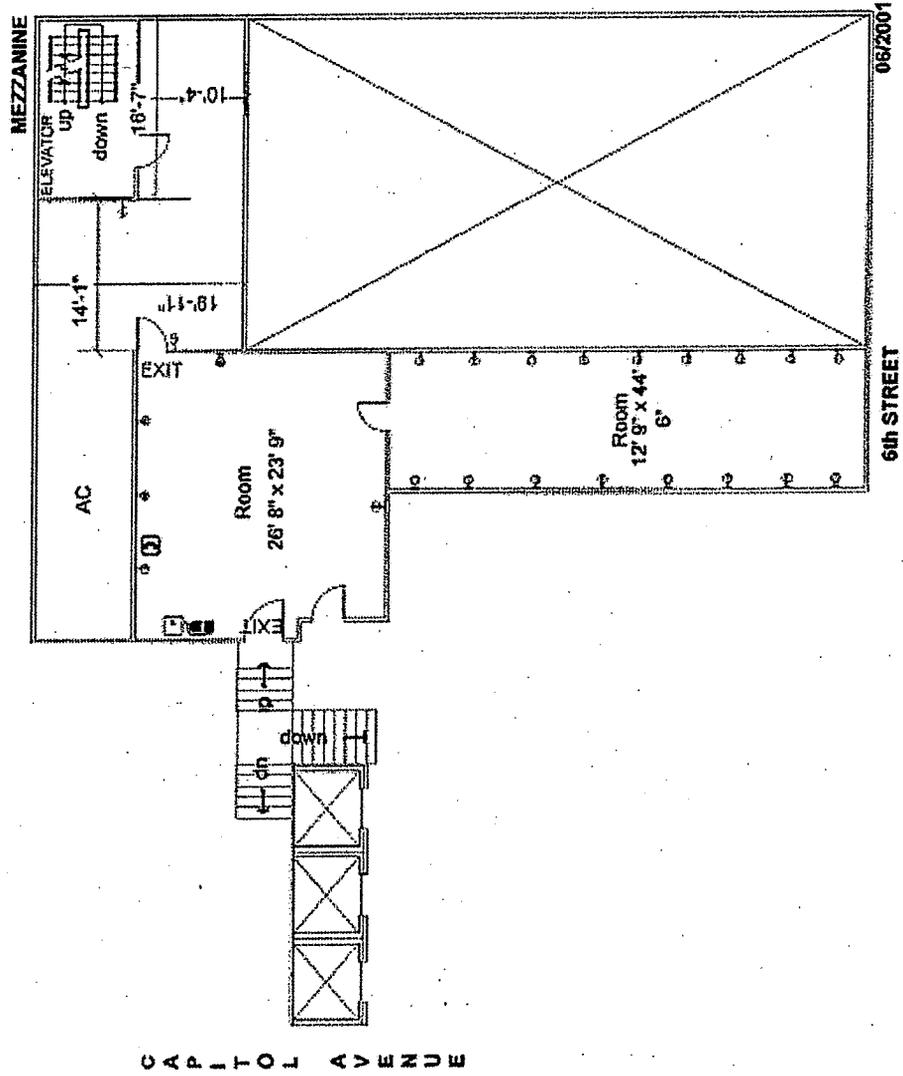


EXHIBIT A-1 - PLAN OF THE PREMISES (continued)

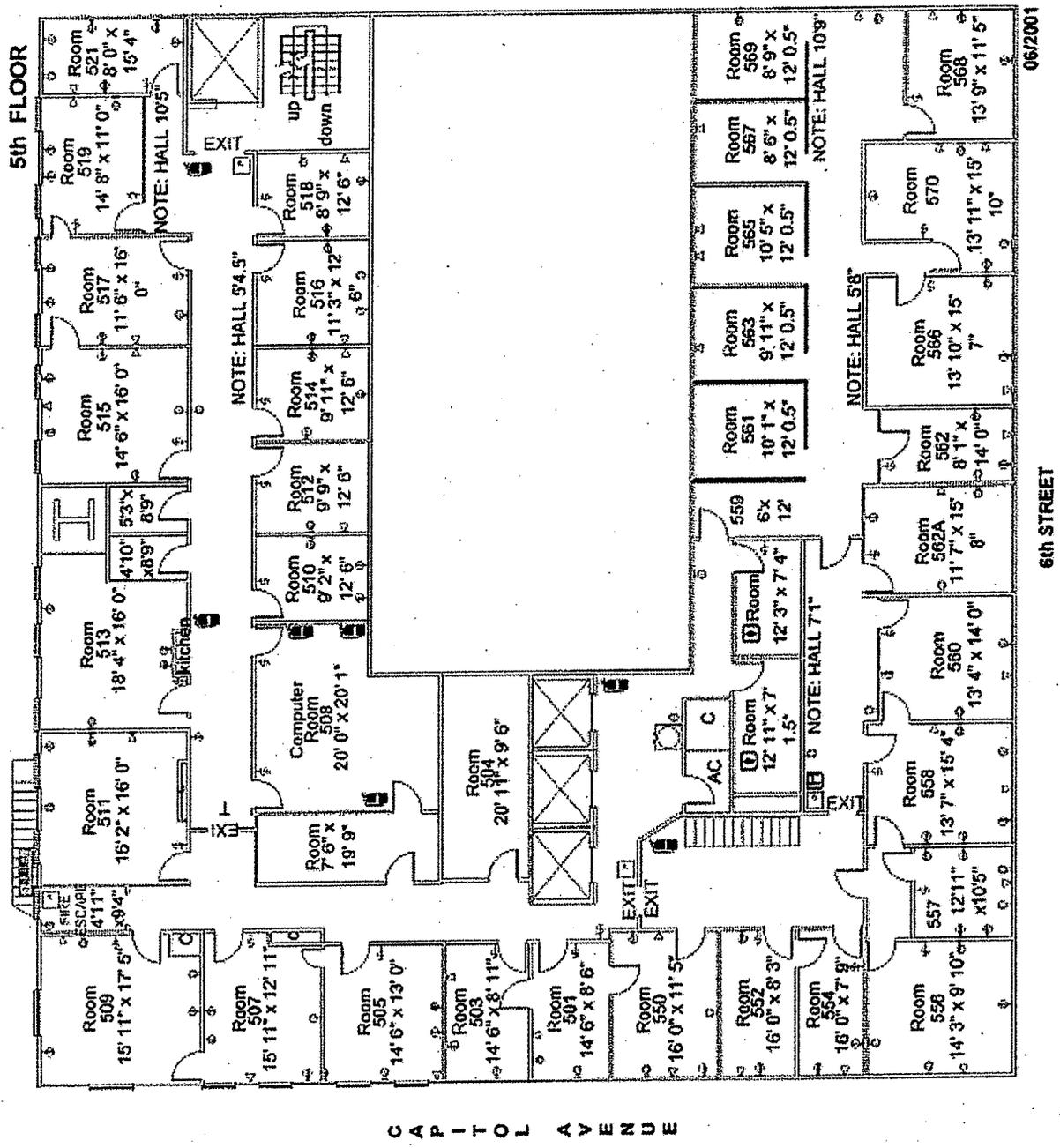


EXHIBIT A-1 - PLAN OF THE PREMISES (continued)

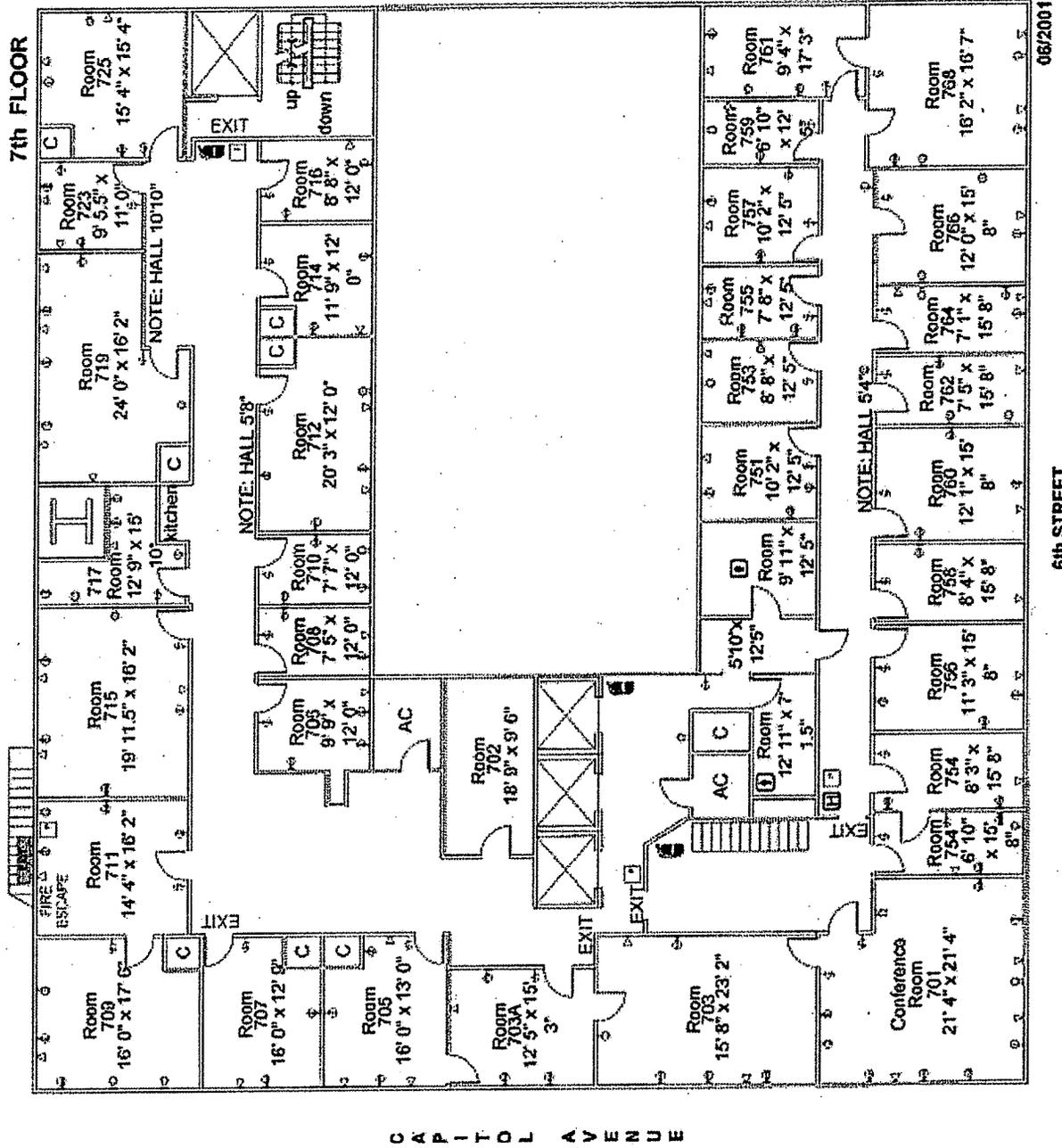


EXHIBIT C – PAYMENT OF RENT

RENT SCHEDULE

Year	Rent/ RSF (Office) (83,885)	Rent/ RSF (Storage) (6,311)	Monthly Rent (Office)	Monthly Rent (Storage)	Total Monthly Rent	Annual Rent
Year 1 (Jan. 1, 2009 – Dec. 31, 2009)	\$10.44	\$3.11	\$72,979.95	\$1,635.60	\$74,615.55	\$895,386.60
Year 2 (Jan. 1, 2010 – Dec. 31, 2010)	\$10.44	\$3.11	\$72,979.95	\$1,635.60	\$74,615.55	\$895,386.60
Year 3 (Jan. 1, 2011 – Dec. 31, 2011)	\$10.65	\$3.17	\$74,447.94	\$1,667.16	\$76,115.10	\$913,381.20
Year 4 (Jan. 1, 2012 – Dec. 31, 2012)	\$10.65	\$3.17	\$74,447.94	\$1,667.16	\$76,115.10	\$913,381.20
Year 5 (Jan. 1, 2013 – Dec. 31, 2013)	\$10.86	\$3.17	\$75,915.93	\$1,667.16	\$77,583.09	\$930,997.08
Term Total:						\$4,548,532.68

RENEWAL OPTION

Year	Rent/ RSF (Office) (83,885)	Rent/ RSF (Storage) (6,311)	Monthly Rent (Office)	Monthly Rent (Storage)	Total Monthly Rent	Annual Rent
Year 1 (Jan. 1, 2014 – Dec. 31, 2014)	\$10.86	\$3.23	\$75,915.93	\$1,698.71	\$77,614.64	\$931,375.68
Year 2 (Jan. 1, 2015 – Dec. 31, 2015)	\$11.08	\$3.23	\$77,453.82	\$1,698.71	\$79,152.53	\$949,830.36
Year 3 (Jan. 1, 2016 – Dec. 31, 2016)	\$11.08	\$3.23	\$77,453.82	\$1,698.71	\$79,152.53	\$949,830.36
Year 4 (Jan. 1, 2017 – Dec. 31, 2017)	\$11.30	\$3.29	\$78,991.71	\$1,730.27	\$80,721.98	\$968,663.76
Year 5 (Jan. 1, 2018 – Dec. 31, 2018)	\$11.30	\$3.29	\$78,991.71	\$1,730.27	\$80,721.98	\$968,663.76
Term Total:						\$4,768,363.92

The Lessee expressly reserves the right granted in Article 4.05 to make proposals and negotiate for a (i) reduction in base rent, (ii) an increase in the rent concessions, (iii) additional Improvements, or (iv) additional refurbishment allowances in connection with exercising the renewal option stated in the Lease. The Lessor is under no obligation to agree to such proposals, in which event, upon notification of the exercise of the lease renewal option by the Lessee, the rates set forth in this Exhibit C will take effect.

HOLDOVER RENT

If, after the expiration of the Lease, Lessee retains possession of the Premises, monthly Holdover Rent, paid in arrears, will be \$10.86/RSF for office space and \$3.17/RSF for storage space. If, after the expiration of the Renewal Option, Lessee retains possession of the Premises, monthly Holdover Rent, paid in arrears, will be \$11.30/RSF for office space and \$3.29/RSF for storage space.

For State of Illinois Use Only		
\$9.93	Annual Sq. Ft./Base Rent	*
.34	Gas, Electric, Water/sewer	**
Inc.	Janitor	
.63	Other Costs (tax escalation, security)	***
N/A	Tenant Improvement Cost	
\$10.90	Estimated Full Service Cost	

* First and second year only; composite rate

** Reimbursable utilities as per Section 3.01 (T); estimated

*** Real estate tax escalations; estimated

EXHIBIT C – PAYMENT OF RENT (continued)

BUSINESS HOURS

The cost of services specified in Article 3.01 shall be borne by the Lessor if supplied during regular "Business Hours" (defined as from 12:00 a.m. through 11:59 p.m. Monday through Friday and from 12:00 a.m. to 11:59 p.m. on Saturday). Lessee may request the services specified in Article 3.01 outside of "Business Hours" or on Holidays and the same shall be supplied to Lessee upon Lessee's advance notice. The cost for additional HVAC or electrical services shall be at the rate of \$0.00 per hour. The costs of these additional services shall in no event exceed the Lessor's actual costs for supplying the services.

PREPAYMENT

If this lease provides for amortized costs of any kind including but not limited to tenant improvements, which are paid for by the Lessee as a portion of rent payable to the Lessor, the Lessee shall have the option to prepay the principal amount without penalty at any time during the lease. Lessor shall within 10 days of written notice of Lessee's intent to prepay such amounts, provide the current principal balance.

TAX EQUITY

If during the term of the lease, the General Assembly, or any other governmental body enacts legislation the effect of which is to reduce the property taxes on the leased property, then if landlord is responsible for paying such taxes under the lease, tenant shall be entitled to a reduction in base rent proportional to any such reduction of taxes.

OPERATING EXPENSES AND TAX ESCALATIONS

Lessee shall pay additional rental equal to the increase for the Lessee's proportionate share in the cost of real estate taxes for each comparable year over and above the real estate tax for the base year. The base year shall be defined as tax for the year 2007 payable in 2008. The Lessee's proportionate share is defined as that portion of the net assignable space leased by the Lessee compared to the total amount of the net assignable space. Lessee's proportionate share of the building is 86%

Lessor shall submit to the Department of Central Management Services, a written request for additional rental due under this article within 60 days after receipt of the tax bill for the second installment of the taxes due on said property. Said request must include copies of the actual tax billings, both the base year and the current year supporting the amount requested. Reimbursement of increases in property taxes to Lessor paid by the State shall not exceed two (2%) percent per year from the Base Year when the leased property becomes fully assessed after completion of all tenant improvements.

JANITORIAL SERVICES

Illinois Commerce Commission
527 E. Capitol Ave.
Springfield, Illinois 62701

Pursuant to the Solid Waste Management Act [415 ILCS 20] the Using Agency is required to cooperate with the Department of Central Management Services in the implementation of recycling programs. Janitorial services provided by the Lessor shall include the placement of recyclable material, collected in various areas of the building, into the proper containers provided by the State in a centrally located interior or exterior area of the facility for the collection by various vendors contracted by the State. The Lessor shall provide an adequate waste disposal area and vehicular access to this area in accordance with all governing laws and codes as a condition of leasing to the State of Illinois.

Work Specification List

<u>WORK ITEM AND LOCATION</u>	<u>OPERATION</u>	<u>FREQUENCY</u>
OFFICE AREA:		
Trash	Empty	Daily
Desks	Dust	Daily
Carpet	Vacuum	Daily
	Spot Clean	As Needed
	Shampoo	2 Times per Year
RESTROOMS:		
Sinks	Scour & Disinfect	Daily
Urinals	Clean & Disinfect	Daily
Bowls	Clean & Disinfect	Daily
Stall Partitions	Wash Graffiti	As Needed
Floors	Mop with Disinfectant	Daily
Mirrors	Clean	Daily
Tissue	Replace	Daily
Hand Towels	Replace	Daily
Hand Soap	Replace	Daily
Trash	Empty	Daily
ELEVATORS:		
Walls	Wash	Daily
Tracks	Vacuum	Weekly
Carpet	Vacuum	Daily
LOBBY & STAIRWAY:		
Floors	Dust Mop	Daily
	Damp Mop	Daily
	Buff	Weekly
	Scrub & Wax	Monthly
	Strip, Seal & Wax	As Needed
Glass Doors	Wash	Daily
Windows (Exterior)	Wash In/Out	2 Times per Year
Exterior Walk	Sweep	Daily
Light Fixtures	Cleaned	Weekly

EXHIBIT F - AGREEMENT OF SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between _____ ("Lender"), a _____ corporation having its principal offices _____ and the Department of Central Management Services ("Lessee"), 721 Stratton Office Building, Springfield, Illinois, on the basis that:

- A. Lessee and Marine Bank Springfield, as successor Trustee to LaSalle Bank National Association, Trustee under Trust No. 530045, dated November 15, 2001 (The Leland Building), and not personally ("Lessor"), entered into a written Lease on the 5th day of September, 2007 and known as Lease Control No. 1561 (the Lease"), for certain Premises described in that Lease as 527 E. Capitol Ave., Springfield, Illinois 62701.
- B. Lender holds a mortgage (the "Mortgage") that encumbers the Premises in the aforesaid Lease.
- C. Lessee has agreed that the Lease shall be subject and subordinate to the Mortgage.
- D. Lender and Lessee wish to recognize the Lessee's right to occupy the Premises according to the terms and conditions of the Lease.

It is hereby agreed, in consideration of the promises and covenants contained herein, that during the term of the Lease and any extension thereof:

- 1. So long as Lessee is not in default in the performance of the terms, covenants, or conditions of the Lease, Lender shall not terminate Lessee's interest in the Premises under the Lease because of any default under the Mortgage by Lessor and Lender shall not disturb Lessee's possession or any other right of Lessee under the Lease.
- 2. Tenant agrees that if the ownership interests of Lessor are transferred to and held by Lender, or its designated assigns, by reason of foreclosure or by any other legal manner, then Lessee shall attorn to Lender, or its designated assigns, and shall recognize Lender, or its designated assigns, as the successor Lessor under the Lease, provided, however, that the Lender and any other successor Lessor shall fully and expeditiously comply with the provisions of the Lease requiring Lessee to be notified of changes in ownership or beneficial interest, completion by Lessor of all requisite disclosure and related documents, and further subject to all rights of Lessee in the event of noncompliance by Lessor as set forth in paragraphs 11.10 and 11.11 of said Lease.
- 3. In the event the Mortgage is foreclosed, the Lease shall continue in full force and effect, except that the Lender or other successor Lessor shall not:
 - a. Be bound by any prepayment of more than one month's Rent (except for any free Rent or other Rent abatement which shall have accrued);
 - b. Be bound by any amendment, modification, or termination of the Lease made without the name of the Lender or other successor Lessor, after the effective date of foreclosure, unless the amendment, modification, or ending is specifically authorized by this Lease and does not require prior agreement or consent by Lessor.
- 4. Lender agrees no property owned by or removable by Lessee shall be subject to the lien of the Mortgage held by Lender or any mortgage made paramount to the aforesaid Lease by means of this Agreement.
- 5. The terms of this Agreement shall not be affected by the renewal, modification, amendment, replacement, or extension of the Lease.
- 6. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Marine Bank

Lender: 3000 WEST WABASH AVE.
SPRINGFIELD, IL 62704

Lessee: Department of Central Management Services

By: [Signature]
Its: SVP

By: [Signature]
Its: Director [Signature]

Disclosure Statement

THIS STATEMENT MUST BE COMPLETED BY THE LESSOR AND SUBSCRIBED UNDER OATH BY A MEMBER, OWNER, AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, GENERAL PARTNER, MANAGING AGENT, MANAGING MEMBER, OR AUTHORIZED ATTORNEY AGENT.

Illinois Law (50 ILCS 105/3.1) requires completion of this form. Disclosure is required of the identity of every owner and beneficiary (whether an individual or entity) having any interest, real or personal, in the real estate where the leased premises are situated. Every member, shareholder, limited partner, or general partner entitled to receive more than 7 1/2% of the total distributable income of any limited liability company, corporation or limited partnership with an interest in the lease must be disclosed. FAILURE TO ACCURATELY PROVIDE ALL INFORMATION REQUESTED ON THIS FORM AND TO PROVIDE UPDATED INFORMATION WITHIN 30 DAYS OF ANY CHANGE OF OWNERSHIP MAY RESULT IN A MATERIAL BREACH OF THE LEASE AND/OR CRIMINAL SANCTIONS.

- I. A. Address of Premises 527 E. Capitol Ave., Springfield, Illinois 62701
 B. Real Estate Tax Index Number(s) 14 34.0-134-026

- II. INDICATE INTERESTS OF ALL RECORD TITLE OWNERS, LESSOR AND ANY OTHERS IN REAL PROPERTY BY CHECKING ALL APPLICABLE BOXES AND PROVIDING REQUESTED INFORMATION AS INSTRUCTED.
 [NOTE: MORE THAN ONE BOX MAY REQUIRE COMPLETION.] IF ADDITIONAL SPACE IS NEEDED TO ADEQUATELY PROVIDE REQUESTED INFORMATION, ATTACH A SEPARATE SHEET TO THIS DOCUMENT.

IDENTITY OF FEE SIMPLE RECORD TITLE HOLDER

INSTRUCTIONS: LIST NAMES OF ALL OWNERS OF RECORD & DESCRIBE MANNER OR CAPACITY IN WHICH TITLE HELD (SOLE OWNER, JOINT TENANCY, TENANTS BY THE ENTIRETY, TENANTS IN COMMON, TRUSTEE UNDER LAND TRUST, TRUSTEE UNDER INTER VIVOS OR TESTAMENTARY TRUST, ETC).

LEASE HOLDER OR SUBLESSEE

INSTRUCTIONS: LIST THE NAME(S) OF THE PRINCIPAL LESSOR (AND LESSEE IF YOU ARE A SUB-LESSEE) AND INDICATE THE BEGINNING AND ENDING DATES FOR THE TERM OF PRINCIPAL LEASE OR THE SUBLEASE TOGETHER WITH AN INDICATION OF WHETHER CONSENT TO SUBLEASE IS REQUIRED.

LAND TRUST OR OTHER TRUST

INSTRUCTIONS: LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. NOTE: IF THE REAL ESTATE IS HELD IN A LAND TRUST, A SEPARATE "LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION" MUST ALSO BE FULLY COMPLETED AND PROVIDED:

Trust 530045
 Marine Bank, Springfield
 3050 W. Wabash
 Springfield, IL 62704

HOLDER OF OPTION TO PURCHASE OR INSTALLMENT CONTRACT PURCHASER

INSTRUCTIONS: DESCRIBE LESSOR'S INTEREST IN THE REAL ESTATE FULLY. LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE AS CONTRACT SELLER (AND ASSIGNOR IF YOU ARE AND ASSIGNEE OF CONTRACT PURCHASER) AND INDICATE THE BEGINNING AND ENDING DATES FOR TERM OF CONTRACT TOGETHER WITH AN INDICATION OF WHETHER CONSENT TO LEASE OR ASSIGNMENT IS REQUIRED OF CONTRACT SELLER. IF HOLDER OF OPTION TO PURCHASE SPECIFY EXPIRATION DATE OF OPTION.

OTHER (PLEASE DESCRIBE IN DETAIL)

INSTRUCTIONS: LIST THE NAME OF ALL PARTIES WHO HAVE ANY OTHER OWNERSHIP INTEREST, LEGAL OR EQUITABLE CLAIM OF ANY TYPE IN AND TO THE REAL ESTATE.

III IF A CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY HAS AN INTEREST IN THE LEASE, COMPLETE THE APPROPRIATE PARAGRAPH(S)

NOTE: IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 1/2% INTEREST IN THE ENTITY AND THE INTERESTS, STOCK, OR SHARES IN A LIMITED LIABILITY COMPANY, CORPORATION, OR GENERAL PARTNERSHIP ARE PUBLICLY TRADED -- THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

CORPORATION - INSTRUCTIONS: PLEASE LIST

1. The names of the president and secretary: _____
2. The name and address of the registered agent: _____
3. The names of all shareholders entitled to receive more than 7½% of the total distributable income of the corporation: _____
4. The name of the person(s) authorized to execute the lease on behalf of the corporation: _____

LIMITED OR GENERAL PARTNERSHIP - instructions: please list

1. The names of all partners (both limited and general partners): _____
2. The names and addresses of all partners entitled to receive more than 7½% of the total distributable income of the partnership: _____
3. The name of the person(s) authorized to execute the lease on behalf of the partnership: _____

LIMITED LIABILITY COMPANY - INSTRUCTIONS: PLEASE LIST

1. The name of the managing member: _____
2. The names and addresses of all members entitled to receive more than 7½ % of the total distributable income of the limited liability company: _____
3. The name of the person(s) authorized to execute the lease on behalf of the limited liability company: _____

IV THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

ARE ANY OF THE PERSONS LISTED ABOVE ELECTED OR APPOINTED OFFICIALS, EMPLOYEES OF THE STATE OR THE SPOUSE OR MINOR CHILD OF SAME?

NO YES If "YES", explain employment status and identify familial relationship.

V THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

I, (print name) Stanley Stern, state on oath or affirm that I am (title/capacity) Manager
of (firm/name) Leland Building and that the disclosure made above is true and correct. The undersigned certifies that any additional documentation requested by the State of Illinois will be provided.

Stanley Stern Date July 24, 2008
Signature Date
Title Building Manager

ACKNOWLEDGMENT

STATE OF _____

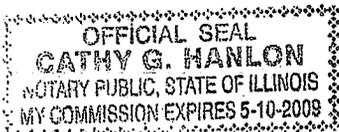
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stanley Stern, who is the Building Manager and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such _____ he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 21st day of July, 2008.

Commission Expires: _____

Cathy G Hanlon
Notary Public



CERTIFICATIONS

LEGAL ABILITY TO CONTRACT: Lessor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a) Lessor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- b) Lessor is not in default on an educational loan (5 ILCS 385/3).
- c) Lessor has informed the director of the Lessee/Using Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Lessor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
- d) Lessor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).
- e) If Lessor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- f) If Lessor, or any officer, director, partner, or other managerial agent of Lessor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Lessor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting Lessee/Using Agency shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
- g) Lessor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Lessor and its affiliates acknowledge the contracting Lessee/Using Agency may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Lessor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- h) Lessor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledge that failure to comply can result in the contract being declared void.
- i) Lessor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Lessor, the Lessor acknowledges that the contracting Lessee/Using Agency may declare the contract void. (30 ILCS 500/50-14)
- j) Lessor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Lessor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- k) Lessor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- l) Lessor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- m) Lessor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
- n) Neither Lessor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- o) Lessor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).
- p) Lessor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- q) Lessor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).

f) Lessor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).

s) CONFLICTS OF INTEREST: Lessor has disclosed, and agrees it is under a continuing obligation to disclose to the Lessee/Using Agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Lessor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/18.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Lessor's obligation under this Contract. Lessor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

- 1) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$90,414.60). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- 2) the contract is with a firm, partnership, association or corporation in which a person referenced in 4.7.3.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,691.00).
- 3) the contract is with a firm, partnership, association or corporation in which a person referenced in 4.7.3.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$301,382.00) from the firm, partnership, association or corporation.

LESSOR (show Company name and DBA)

Marine Bank, Springfield Trust 530045 DBA Leland Building

Signature *Stanley Stern*

Printed Name Stanley Stern

Title Manager Date July 24, 2008

Address 333 S. 4th St.

Springfield, IL 62701

*Asst. Mgr, SVP
Marine Bank, Springfield
Truante, Truante # 530045,*