Installment Purchase Agreement – IDOT – Schaumburg

INSTALLMENT PURCHASE AGREEMENT

This Installment Purchase Agreement made and entered into as of November 1, 1999, by and among LaSalle Bank National Association (formerly known as LaSalle National Bank), not personally but as Successor Trustee under Trust Agreement dated 9/17/81 and known as TRUST No. **108540** for benefit of Schaumburg Tech III Partnership, an Illinois limited partnership (*"LT 1"*), LaSalle National Bank, not personally but as Successor Trustee under Trust Agreement dated 9/17/81 and known as TRUST NO. **104278** for benefit of WA Land Partnership, an Illinois limited partnership ((*"LT 2"*)), and the STATE OF ILLINOIS, acting by THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES for the benefit of THE ILLINOIS DEPARTMENT OF TRANSPORTATION, as purchaser (*"Purchaser"*). LT 1 and LT 2 are collectively referred to as the "Original Seller".

WITNESSETH:

WHEREAS, Purchaser desires to enter into an arrangement for the installment purchase of certain land, buildings and related facilities legal title to which is or will be held by or on behalf of the hereinafter defined Seller; and

WHEREAS, the Facilities to be purchased are in two (2) phases: (1) there is existing property consisting of an existing building of approximately 148,000 square feet, which is located on certain land described herein as the *"Phase 1 Site,"* and which includes an existing parking lot, all of which is owned by LT 1, and is currently leased to, and occupied by the State, and in addition, there is certain adjacent land described herein as the *"Phase 2 Site,"* which is owned by LT 2, all of which are referred to herein as the *"Phase 1 Facilities,"* and (2) there is a second phase of property to be constructed, all or which is referred to herein as the *"Phase 2 Facilities,"* which consists of a new 25,000 square foot materials lab and a new parking lot, each to be located on the Phase 2 Site, together with the rehabilitation of the existing parking lot located on the Phase 1 Site.

WHEREAS, the State of Illinois, acting by and through its Department of Central Management Services (*"CMS"*) is authorized by law, including without limitation 20 ILCS 405/67.02, to provide for the installment purchase of land, buildings and related facilities for various agencies and commissions of the State of Illinois;

WHEREAS, Purchaser wishes to purchase certain land, buildings and related facilities from Original Seller and Original Seller wishes to sell certain of such facilities to Purchaser;

WHEREAS, the Original Seller intends to create and sell certificates of participation, evidencing the proportionate interest of the owners thereof in the Installment Payments payable by the Purchaser hereunder, and is willing to sell such certificates of participation in an amount sufficient to fund the Facilities Acquisition Fund created by Section 4.03 of the Fiscal Agent Agreement and as herein required; and

NOW, THEREFORE, in consideration of the moneys to be paid hereunder and the covenants and agreements contained herein, it is agreed by and between the parties as follows:

Section 1. Certain Defined Terms. Capitalized terms defined in the Fiscal Agent Agreement shall, for purposes of this Agreement, have the meanings set forth in the Fiscal Agent Agreement. In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings given below unless the context clearly requires otherwise:

"Acceptance Certificate" means a certificate substantially in the form of **Exhibit C** to this Agreement.

"Acceptance Date" means the Assignment Closing Date, the date on which the Purchaser delivers a signed Acceptance Certificate with respect to the Phase 1 Facilities, and with respect to any portion of the Phase 2 Facilities, the date on which the Purchaser delivers a signed Acceptance Certificate with respect to such portion of the Phase 2 Facilities.

"Additional Installment Payments" means the payments required to be made pursuant to Section 4(c) of this Agreement.

"Administrative Expenses" means the reasonable annual fees and expenses of the Fiscal Agent and the Successor Seller as provided in the Fiscal Agent Agreement.

"Advance Installment Payments" means the payments of Base Installment Payments permitted to be made by Purchaser pursuant to Section 4(h) hereof.

"Agreement" means this Installment Purchase Agreement, as amended or supplemented from time to time.

"Assignment Closing Date" for the Seller Assignment means the Assignment Closing Date referred to in Section 32(a) hereof.

"Assignment Date" means the date on which the Seller Assignment is executed and delivered.

"Authorized Representative," means the Director of CMS or his or her written designee.

"Base Installment Payments" means the Base Installment Payments required to be made pursuant to Section 4(b) hereof.

"Business Day" means any day other than a Saturday, Sunday or day upon which banks in the State of Illinois are authorized or required to be closed.

"Construction Documents" means all contracts, agreements, and other documents to which the Successor Seller is a party and which relate to the construction of the Phase 2 Facilities, including, but not limited to, all designs, warranties, drawings and specifications which establish the scope of the architecture to be constructed, the standard of quality for materials, workmanship, equipment, and construction systems, and the studies and other technical reports prepared in the course of the practice of architecture.

"Civil Administrative Code" means An Act in relation to the civil administration of State government, and to repeal certain acts therein named, approved March 7, 1917, as amended (20 ILCS 5/1, *et seq.*).

"CMS" means the Department of Central Management Services of the State of Illinois.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated under it.

"Event of Default" means the occurrence of any of the events set forth in Section 21 hereof.

"Executive Budget" means the constitutionally mandated annual submission of the Governor of the State of Illinois to the Illinois General Assembly containing the Governor's recommended program, expressed in dollar terms, for a forthcoming Fiscal Year.

"Facilities" means the Phase 1 Facilities and the Phase 2 Facilities sold to Purchaser or to be acquired and constructed for the Purchaser pursuant to this Agreement and described in **Exhibit A** to this Agreement and in the Construction Documents, as the same may from time to time be amended in accordance with this Agreement, and any replacement facilities as provided by Section 15 hereof.

"Fiscal Agent" shall mean LaSalle Bank National Association, acting as fiscal agent under the Fiscal Agent Agreement.

"Fiscal Agent Agreement" means the Fiscal Agent Agreement between the Original Seller and the Fiscal Agent, dated as of November 1, 1999, entered pursuant to and for the purposes set forth in Section 32(a) hereof.

"Fiscal Year" means the fiscal year of the State commencing on July 1, or such other period of time hereafter adopted by the State as its fiscal year.

"Installment Payment Date" means each of the dates set forth in **Exhibit B** hereto for payment of a Base Installment Payment.

"Installment Payments" means the Base Installment Payments, the Additional Installment Payments and other payments due under this Agreement during the Term.

"Installment Purchase Agreement" means the Agreement.

"Insurer" means the MBIA Insurance Corporation, a stock insurance company incorporated under the laws of the State of New York and its successors and assigns.

"LT 1" means LaSalle Bank National Association (formerly known as LaSalle National Bank), not personally but as Successor Trustee under Trust Agreement dated 6/21/84 and known

as Trust No. 108540 for benefit of Schaumburg Tech III Partnership, an Illinois limited partnership.

"LT 2 " means LaSalle Bank National Association (formerly known as LaSalle National Bank), not personally but as Successor Trustee under Trust Agreement dated 9/17/81 and known as Trust No. 104278 for benefit of WA Land Partnership, an Illinois limited partnership.

"Original Seller" means (a) LT 1 with respect to the Phase 1 Facilities (other than the Phase 2 Site) generally described in the second WHEREAS CLAUSE, (b) LT 2 with respect to the Phase 2 Site, and (c) the Successor Seller with respect to the Phase 2 Facilities, and the respective successors and assigns of either of them.

"Servicing Agreement" means a ServicingServicing Agreement between the Seller and the Servicer, relating to the Facilities.

"Permitted Encumbrances" means this Agreement, the Seller Assignments, the Fiscal Agent Agreement and as of any particular time:

(a) liens for taxes and charges which are not then delinquent, or if then delinquent are being contested in accordance with this Agreement;

(b) utility, access and other easements and rights-of-way, restrictions and exceptions which will not materially interfere with or materially impair the use of the Facilities;

(c) such minor defects and irregularities of title as do not materially adversely affect the value of the Facilities or materially impair the property affected thereby for the purpose for which it is used by the State;

(d) zoning laws, including laws limiting the use of the Facilities or any part thereof to State purposes, and similar restrictions which are not violated by the Facilities;

(e) all right, title and interest of the State, municipalities and the public in and to tunnels, bridges and passageways which are a part of the Facilities and which are in, over, under or upon a public way;

(f) such other liens, encumbrances, covenants, conditions, easements, permits, powers, options and restrictions as are set forth in (i) title report No. 1401007789803, dated July 7, 1999, issued by Chicago Title Insurance Company, relating to the Phase 1 Facilities (other than the Phase 2 Site) and (ii) in title report No. 1401007789788, dated August 4, 1999, issued by Chicago Title Insurance Company, relating to the Phase 2 Site; and

(g) mortgages, security interests or liens granted or incurred by the Seller or Successor Seller, respectively, on or before the Acceptance Date (for each Phase).

"Purchaser" means the State of Illinois acting by The Department of Central Management Services for the benefit of The Illinois Department of Transportation.

"Phase" means the Phase 1 Facilities, or the Phase 2 Facilities.

"Phase 1 Facilities" means the Phase 1 Site and the Phase 2 Site as described in **Exhibit A** hereto, together with the existing building and improvements located on the Phase 1 Site.

"Phase 2 Facilities" means the Facilities to be constructed as a material test laboratory and a new parking lot on the Phase 2 Site described in **Exhibit A** hereto, and the rehabilitation and related construction work on the parking lot located on the Phase 1 Site.

"Phase 1 Site" means the real property described as such on Exhibit A hereto on which the Phase 1 Facilities are located.

"Phase 2 Site" means the real property described as such on **Exhibit A** hereto, on which the Phase 2 Facilities will be located.

"Retained Rights" means the Seller's rights under this Agreement which are not sold and assigned to the Fiscal Agent pursuant to the Seller Assignment, including (i) the Seller's right to have the Facilities of each Phase accepted for occupancy under Section 2(a) and Section 3 hereof, (ii) the Seller's rights under Section 3 hereof, (iii) the Seller's rights under Sections 7(b) and 7(c) hereof, (iv) the Seller's rights to title to or beneficial ownership interests in the Facilities, (v) the Seller's rights to notices, costs, reimbursements, fees and expenses, and (vi) the Seller's rights under Sections 11 and 30; provided, however, that "Retained Rights" shall not include the right to receive or enforcer the payment of Installment Payments or any rights which, if retained by the Seller, would impair or otherwise affect the payment or enforcement of payment of Installment Payments to the Fiscal Agent.

"Seller" means at all times prior to the delivery of the Participations, the Original Seller and, at all times from and after the delivery of the Participations, the Successor Seller.

"Seller Assigned Rights" means the Seller's rights under this Agreement other than Retained Rights.

"Seller Assignment" means a written instrument, substantially in the form of **Exhibit D** hereto, evidencing the Original Seller's sale and assignment of the Seller Assigned Rights to the Fiscal Agent pursuant to Section 32(a) hereof.

"Servicer" means the Servicer described in Section 30 of this Agreement and its successors and assigns.

"Specifications" means the Agency Programmed Requirements for the Phase 2 Facilities as determined by the Purchaser.

"Successor Seller" means Lake Center Realty Investors II, Inc., an Illinois corporation, and its successors and assigns. After the Participations are issued, LT 1 and LT 2 may be combined in a single land trust and the beneficial interest therein shall be assigned to the Successor Seller, subject to the terms of the Installment Purchase Agreement.

"Term" means the period commencing on the Assignment Closing Date and ending on June 30, 2019 or on such later date as all Installment Payments shall have been paid in full.

Section 2. *Acquisition of Facilities.* (a) The Purchaser shall accept Phase 1 of the Facilities (including the Phase 2 Site) for occupancy upon (i) issuance and delivery of the Participations, (ii) the receipt by the Fiscal Agent of the Seller Assignments, and (iii) the receipt by the Seller or Successor Seller and the Fiscal Agent of the title documents and related instruments described in Section 9 hereof. Such acceptance shall be evidenced by an Acceptance Certificate executed by Purchaser and delivered to the Original Seller, the Successor Seller and the Fiscal Agent on the Assignment Closing Date. From and after the Purchaser's execution and delivery of the Acceptance Certificate for Phase 1, the Installment Payments required under Section 4 hereof shall be payable from State-appropriated funds and other moneys held under the Fiscal Agent Agreement.

(b) IDOT represents and warrants to Seller for purposes of this Agreement that:

(i) the Facilities are essential to the proper conduct of Purchaser's governmental functions;

(ii) the selection, size, design and specifications of the Phase 1 Facilities were determined by and are acceptable to Purchaser;

(iii) pursuant to 20 ILCS 405/ 67.02:

(a) it reasonably expects the Facilities will meet a permanent space need;

(b) the Phase 1 Facilities are currently, and after the completion of the Phase 2 Facilities, all of the Facilities will be substantially occupied by the Illinois Department of Transportation (or other State agencies).

(c) CMS certifies that:

(i) it reasonably expects the Facilities will meet a permanent space need;

(ii) the Phase 1 Facilities were constructed in 1986, and occupied by the Illinois Department of Transportation on or about January 1, 1987, and said Phase 1 Facilities are nonetheless in like new condition and have a remaining economic life which exceeds the term of this Agreement (June 30, 2019);

(iii) the economic life of the Phase 2 Facilities will exceed the term of this Agreement;

(iv) no structural or other major building component or system of the Facilities has a remaining economic life of less than ten (10) years;

(v) the Facilities are free of any identifiable environmental hazard and the Purchaser has received reports to such effect which were prepared by Environmental Risk Consultants on the Phase 1 Facilities dated February 25, 1993, Versar Inc. on the Phase 1 Facilities dated June 25, 1998, and EMG on the Phase 2 Site dated July 7, 1997; the Facilities satisfy applicable handicap accessibility and applicable building codes as demonstrated by an inspection by the Purchaser;

(vi) the cost to purchase the Phase 1 Facilities and the Phase 2 Facilities hereunder is less than the cost to lease the existing Phase 1 Facilities and is less than the cost to lease space of comparable quality, size and location to the Facilities over the Term of this Agreement and CMS will deliver a certificate on the date the Participations are issued to such effect, showing the methodology in compliance with 20 ILCS 405/67.02(h)(2); and

(vii) CMS shall in accordance with its obligation under the law submit a report on or before February 15, 2000.

(d) The Successor Seller will construct the Phase 2 Facilities on the Phase 2 Site as provided herein solely from the moneys provided herein and the Fiscal Agent Agreement. The Phase 2 Facilities shall become a part of the Phase 2 Site as they are constructed, and title to such Phase 2 Facilities shall vest in the Successor Seller without any further action by the Seller, the Successor Seller or the Purchaser. Any costs of the Phase 2 Facilities in excess of amounts on deposit in the Facilities Acquisition Fund shall be paid from other legally available moneys of the Purchaser. Successor Seller shall, from the funds available hereunder and in the Facilities Acquisition Fund, obtain all Construction Documents necessary to obtain all applicable building permits, occupancy and building certifications as determined by the local building permit issuing authority and prepared pursuant to the Illinois Architecture Practice Act of 1989 for the Work defined by the Specifications. The Construction Documents, when approved by CMS, shall become part of the Specifications and incorporated by reference herein. The Successor Seller shall, prior to the Acceptance Date for Phase 2, furnish quarterly status reports on the construction of such Phase to the Insurer, in such detail as the Insurer shall reasonably request, not more than 30 days after the end of each calendar quarter.

Purchaser acknowledges and agrees that Seller and its lender and all assignees and grantees thereof, including the Fiscal Agent and the Owners of Participations, are entitled to rely upon the foregoing provisions.

Section 3. Agreement to Purchase. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell the Facilities to Purchaser and Purchaser hereby agrees

to purchase the Facilities from Seller. The Facilities Acquisition Fund shall be available to the Successor Seller as provided herein and in the Fiscal Agent Agreement for the acquisition and construction of the Phase 2 Facilities, and the Seller agrees, if necessary, to permit representatives and agents of the Purchaser to construct the Phase 2 Facilities on the Phase 2 Site. To the extent not prohibited by law, upon and during acquisition and construction of the Phase 2 Facilities, all rights granted to Purchaser by Seller under this Agreement shall vest in Purchaser, without any further action on the part of Seller. Seller's obligation to sell the Phase 1 Facilities to Purchaser hereunder is subject to the following conditions precedent: (a) Seller shall have acquired title to the Phase 1 Facilities, include the Phase 2 Site, free and clear of all liens, claims and encumbrances (other than Permitted Encumbrances) not later than the Assignment Closing Date, (b) the existing lease for the Phase 1 Facilities dated as of January 1, 1997, as amended and supplemented, shall be terminated and (c) the Assignment Closing Date shall have occurred. Purchaser's obligation to purchase the Phase 1 Facilities, including the Phase 2 Site, hereunder is subject to the condition that not later than the Assignment Closing Date the existing lease to the Purchaser shall have been terminated, and all Permitted Encumbrances described in paragraph (f) of the definition thereof in Section 1 shall have been approved in writing by the Purchaser or otherwise released or indemnified against to the satisfaction of the Purchaser.

Upon completion to the satisfaction of the Purchaser of the Phase 2 Facilities, the Purchaser shall deliver to the Fiscal Agent, the seller, and the Insurer, a final Acceptance Certificate for the Phase 2 Facilities which shall indicate that it is the final such certificate.

Section 4. *Installment Payments.* (a) During the Term, Purchaser agrees to pay Base Installment Payments, Additional Installment Payments, and other required payments in the amounts, at the times and in the manner set forth herein, such amounts constituting, in the aggregate, the total Installment Payments payable under this Agreement.

Installment Payments under this Agreement will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim or recoupment for any reason whatsoever; provided, however, that Purchaser's obligation to make Installment Payments under this Agreement is subject to the availability of lawful appropriations for that purpose or other lawfully available funds. The obligations of the Purchaser under this Agreement for the payment of money are obligations of the State of Illinois, *but such obligations are subject to* the availability of lawful appropriations to make those payments as provided by law.

(b) Subject to Section 4(e) hereof, during the Term, Purchaser agrees to pay to Seller the Base Installment Payments at least thirty (30) days prior to the date that payments are due on the Participations (except that the first such Base Installment Payment shall not be due until December 15, 1999), all as set forth in **Exhibit B** to this Agreement on the Installment Payment Dates set forth in such Exhibit, as the same may be revised pursuant to the Seller Assignments. Each of the Base Installment Payments shall include principal and interest components as determined pursuant to the Seller Assignment and set forth in a supplement to **Exhibit B** hereto.

(c) Subject to Section 2(e) hereof, Purchaser shall pay, Additional Installment Payments consisting of the following:

(i) Any charges or taxes (state, local or federal), exclusive of taxes on or measured by Seller's income, imposed upon the ownership, leasing, rental, sale, purchase, possession or use of any Facilities sold pursuant to the Agreement provided that at its own expense Purchaser may contest the assessment of such charges and taxes until it obtains a final administrative or judicial determination of its liability for such charges or taxes unless the Facilities are encumbered by any levy, lien or other type of encumbrance because of Purchaser's failure to pay such charges and taxes and any penalty or late charges are not deferred.

(ii) Any amount required to be paid to the United States pursuant to section 148(f) of the Code to the United States Government as a condition to the exclusion of the interest component of Base Installment Payments from the gross income of the recipients thereof for federal income tax purposes, to the extent not otherwise paid, and, to the extent not paid as an Administrative Expense under clause (iii) below, any amount required to pay rebate calculations fees or to otherwise comply with Section 148(f) of the Code.

(iii) During the Term, the Purchaser agrees to pay as Additional Installment Payments Administrative Expenses relating to each Fiscal Year as estimated in a writing delivered by the Fiscal Agent and the Seller to CMS and the Bureau not later than February 15 of the Fiscal Year immediately preceding the Fiscal Year in which such Administrative Expenses will be due and payable. Ordinary Administrative Expenses, as so estimated, shall be payable for such Fiscal Year on or before August 1 of such Fiscal Year against the Purchaser's receipt of invoices therefor and extraordinary Administrative Expenses shall be payable within 30 days after the submission of invoices therefor from time to time during such Fiscal Year. Administrative Expenses shall be paid to the Fiscal Agent for deposit in the Administrative Expense Fund.

(iv) The amounts of any operating, maintenance and insurance costs relating to the Facilities, as and when the same become due and payable.

(d) Subject to Section 4(e) hereof, amounts constituting Additional Installment Payments payable by Purchaser pursuant to Section 4(c)(i) and (ii) above shall be paid by Purchaser within thirty (30) days after certification from the Fiscal Agent, subject to the right of Purchaser to contest the assessment of any charges or taxes as provided in subparagraph (i) of Section 4(c) hereof.

(e) Purchaser's obligation to pay Additional Installment Payments under this Agreement shall not exceed the amounts appropriated therefor by the Illinois General Assembly or on deposit with the Fiscal Agent and available for such payment. If funds are not so appropriated or on deposit with the Fiscal Agent for payment of all or any part of the Additional Installment Payments during the Fiscal Year in which such Additional Installment Payments become due and payable, such Additional Installment Payments may be advanced by the Fiscal Agent at its option. If the Fiscal Agent advances any portion of the Additional Installment Payments for which Purchaser is responsible or liable under this Agreement, Purchaser shall, to

the extent funds are appropriated or on deposit with that Fiscal Agent for that purpose, pay that Fiscal Agent on the first Installment Payment Date in the next succeeding Fiscal Year an amount equal to the sum of Additional Installment Payments advanced and the reasonable costs incurred by the Fiscal Agent in making such advance. Seller shall notify Purchaser in writing of the costs incurred in advancing Additional Installment Payments. For all Fiscal Years subsequent to that in which it is determined Purchaser is liable for Additional Installment Payments described in Section 4(c) hereof, IDOT shall seek funds for payment of such taxes and charges in accordance with Section 4(g) hereof.

(f) Amounts necessary to pay Base Installment Payments shall be deposited by Purchaser with the Fiscal Agent by federal funds wire transfer not less than thirty (30) days prior to each Installment Payment Date set forth in **Exhibit B** without the necessity of any notice, demand, invoice or voucher from the Fiscal Agent. Any amount necessary to pay Base Installment Payments or any portion of them which is not so deposited shall remain due and payable until received by the Fiscal Agent. Amounts on deposit in the Payment Fund held by the Fiscal Agent under the Fiscal Agent Agreement on the date any Base Installment Payment is made shall be credited against the obligation to make such payment.

(g) Purchaser represents that funds have been appropriated to pay all amounts due under the Agreement from State-appropriated funds through the end on June 30, 2000, of the current Fiscal Year. IDOT agrees to cause appropriate budget requests be made to the Governor's Bureau of the Budget for inclusion in the Executive Budget request to the Illinois General Assembly for funds to pay Installment Payments due under this Agreement from State-appropriated funds through the end of the Term. The Bureau of the Budget agrees, to the extent authorized by law, that it shall forward each request with its budget recommendation to the Governor. Purchaser reasonably believes that such amounts will be so included in the Governor's annual budget requests to the General Assembly. Such budget requests and inclusions in the annual budgets by the Governor may, in lieu of direct appropriations from the Road Fund to IDOT, provide for payments of amounts equal to the Installment Payments into the Facilities Management Revolving Fund established in the State Treasury pursuant to Sections 5.257 and 8.26-1 of the Finance Act (30 ILCS 105/5.257 and 30 ILCS 105/8.26-1) and from the Facilities Management Revolving Fund to the Fiscal Agent in accordance with this Agreement. Purchaser reasonably believes that funds will be appropriated to make all Installment Payments during the Term. IDOT and the Purchaser represent that they will each do all things lawfully within its power to obtain, maintain and properly request and procure funds from which the Installment Payments may be made, including requesting that the Governor include funds for such payment in the Executive Budget. It is Purchaser's intent to make Installment Payments for the Term if funds are lawfully appropriated for that purpose by the Illinois General Assembly. In that regard, the Purchaser represents that the use of the Facilities is essential to the proper, efficient and economic operation of the Purchaser. Purchaser acknowledges and agrees that Seller, the Fiscal Agent and the Owners of Participations are relying on and are entitled to rely on these warranties and statements of belief and intent for purposes of this Agreement and that Seller, the Fiscal Agent and the Owners of Participations are entitled to rely on them.

(h) Purchaser may from time to time make Base Installment Payments in advance with respect to Facilities ("Advance Installment Payments") by depositing or causing to be deposited with the Fiscal Agent such Advance Installment Payments, together with a written notice of the Advance Installment Payments to the Fiscal Agent executed by an Authorized Representative of Purchaser, specifying the amount of such Advance Installment Payments. Advance Installment Payments so paid shall be credited against Base Installment Payments payable by Purchaser as directed by the Purchaser in the written notice. Failure by Purchaser to make any Advance Installment Payments pursuant to this Section shall not constitute an Event of Default under Section 21 hereof.

(i) Purchaser acknowledges that Seller has sold, assigned and intends further to sell and assign its right, title and interest in, to and under this Agreement, including, without limitation, its rights to receive Installment Payments hereunder, to the Fiscal Agent pursuant to the Seller Assignment, the Fiscal Agent Agreement or otherwise, and Purchaser agrees to perform and honor all of its obligations and liabilities under this Agreement, including, without limitation, its obligation to make Installment Payments hereunder, which obligations and liabilities shall, subject to the limitations set forth in Section 4(a) hereof, be absolute and unconditional and will not be subject to any setoff, defense, counterclaim or recoupment for any reason whatsoever and, without in any way limiting the generality of the foregoing, shall continue to be enforceable against Purchaser, notwithstanding (a) the commencement against or in respect of Seller of a proceeding under Title 11 of the United States Code (as now constituted or subsequently amended, the "Bankruptcy Code") or any other applicable federal, state or foreign bankruptcy or other similar law, (b) the winding-up or liquidation of the affairs of Seller, or any order or judicial decree requiring the same, (c) the appointment of a custodian, receiver, liquidator, assignee or trustee of or for Seller, or (d) the rejection of this Agreement by Seller or any debtor-in-possession or trustee of or for Seller under Section 365 of the Bankruptcy Code. Purchaser agrees that the Fiscal Agent is an express third party beneficiary of Purchaser's agreement described in the preceding sentence and that the Fiscal Agent shall be entitled to rely on such agreement.

Section 5. Nonappropriation of Funds. If sufficient funds for the payments due hereunder are not lawfully appropriated by the Illinois General Assembly to IDOT, and other funds are not on deposit with the Fiscal Agent which are available for payment of Base Installment Payments due during any Fiscal Year, the Purchaser will immediately notify the Fiscal Agent, the Insurer, the Seller and the Director of the Bureau of the Budget. Nonappropriation shall be deemed to occur if on the date (including the thirty (30) day grace period provided in Section 4(f) of this Agreement) on which the first payment of Base Installment Payments from State-appropriated funds in a Fiscal Year comes due there have not been enacted into law appropriations of funds for the payment of Base Installment Payments coming due during the Fiscal Year. In the event of such nonappropriation, on the first day following the Installment Payment Date on which the last payment of Base Installment Payments under this Agreement can be made in full from lawfully appropriated funds or funds on deposit with the Fiscal Agent, the rights and payment obligations of the Purchaser under this Agreement, including the obligation to pay Base Installment Payments, shall be subject to termination and cancellation; provided that such termination shall not apply to Base Installment Payment

obligations for which sufficient funds have been lawfully appropriated by the Illinois General Assembly or are on deposit with the Fiscal Agent. In the event of such nonappropriation, the Purchaser shall assist and cooperate with the Bureau of the Budget in seeking to obtain legally appropriated funds for Installment Payments. In the event of such nonappropriation, the Seller may, with the prior written consent of the Insurer, and shall, upon the written direction of such Insurer, exercise one or more of the remedies set forth in Section 22(a) through (e) hereof. In the event of such termination and cancellation, Purchaser agrees to surrender possession of the Facilities, including both the Phase 1 Facilities and the Phase 2 Facilities, peaceably to Seller on the date of such termination and cancellation and Seller will have all legal and equitable rights and remedies to take possession of the Facilities and to sell, rent or otherwise dispose of the Facilities as Seller determines. Purchaser acknowledges that Seller's rights to repossess and to sell, rent or otherwise dispose of the Facilities under this Agreement may be assigned to the Fiscal Agent, and Purchaser agrees that thereafter the Fiscal Agent shall be entitled to exercise all of such rights of Seller hereunder. Purchaser agrees that the nonappropriation provisions of this Section 5 are not intended to be used as a substitute for convenience termination or for the purpose of replacing Facilities with other like facilities.

Section 6. Pecuniary Liability. This Agreement shall create pecuniary liability only to the extent of money legally appropriated to Purchaser for the performance of the terms hereof and no pecuniary liability on account thereof shall be incurred by the State beyond moneys legally appropriated for that purpose.

Section 7. Limitation on Warranties. (a) Purchaser acknowledges and agrees that the Facilities are of a size, design, and capacity selected by Purchaser and that except as provided in the Construction Documents Seller HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE FACILITIES IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF PURCHASER, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND, EXCEPT AS PROVIDED IN THE CONSTRUCTION DOCUMENTS, SELLER SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO PURCHASER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE FACILITIES AND THE MAINTENANCE THEREOF. EXCEPT AS PROVIDED IN THE CONSTRUCTION DOCUMENTS, THE PURCHASER SHALL NOT HAVE ANY RIGHT, CLAIM OR RECOURSE AGAINST THE SELLER OR THE FISCAL AGENT WITH RESPECT TO THE FOREGOING MATTERS.

(b) The Purchaser acknowledges, covenants and agrees that it is relying upon an environmental report with respect to any and all "Hazardous Substances" (as such term is hereinafter defined) as may be located on or under or as otherwise may be related to the Facilities. The Purchaser hereby assumes and covenants to undertake and discharge all liabilities of the Original Seller, the Original Seller's lender, the Successor Seller, the Fiscal Agent or the Purchaser arising from the following events or circumstances (other than events or circumstances occurring or existing prior to the Acceptance Date for any Phase or caused by the Original Seller, the Original Seller's lender, the Successor Seller or the Fiscal Agent): (i) any condition that

may be found to exist on, under or related to such Phase, or (ii) a determination that such Phase or any portion thereof violates any applicable Environmental Law (as such term is hereinafter defined), or (iii) the presence, use, generation, storage, release, threatened release, or containment, treatment, or disposal of any Hazardous Substances on, under or related to such Phase or (iv) any damage, loss, injury or occurrence arising out of ownership, use or operation of such Phase, including but not limited to environmental matters. Such liabilities include without limitation any losses, expenses or damages arising from any matters relating to the existence of Hazardous Substances on, under or related to such Phase. The covenants and agreements of Purchaser in this paragraph shall survive the closing and consummation of the transactions contemplated in this Agreement and shall remain in effect at all times thereafter; provided, however, that any obligations of the Purchaser under this paragraph shall be subject to appropriation of funds for such purpose by the Illinois General Assembly or the availability of moneys under the Fiscal Agent Agreement for such purpose. As used in this Agreement, the term "Hazardous Substance" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including asbestos, PCBs, petroleum products and by-products and raw materials which include hazardous constituents) or materials which are included under or are regulated by any Environmental Law. As used in this Agreement, "Environmental Law" shall mean any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, or pertaining to health or safety, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1986, the Resources, Conservation and Recovery Act, the Toxic Substances Control Act, the Illinois Environmental Protection Act, the Illinois Groundwater Protection Act, or similar state environmental laws or subsequent federal or state legislation of a similar nature which may be enacted from time to time, as any of the foregoing shall have been amended or shall be amended from time to time.

(c) The Original Seller hereby assigns to Purchaser, effective on the Acceptance Date for any Phase, the right to enforce any warranties, covenants, guarantees and indemnities, expressed or implied, against any subcontractor, vendor or supplier of materials, property or services in connection with such Phase, at Purchaser's expense, subject, however, to a reservation by the Original Seller of the right to independently enforce such rights.

Section 8. Authority and Authorization. Purchaser represents and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep this Agreement in full force and effect; and (ii) it has complied with all requirements of law necessary to make this Agreement a valid obligation on its part. Seller acknowledges that CMS is a party to this agreement solely to fulfill its statutorily imposed mandate to facilitate acquisition of real property for the use of agencies and commissions of the State. Purchaser reserves the right to substitute a different agency or commission as the user of the Facilities upon the prior written consent of the Fiscal Agent and the Insurer with respect to Base Installment Payments. If said substitution occurs then in lieu of the user agency which is a party hereto, Seller agrees to look to said substituted agency for the undertakings of the user agency which is a party hereto.

Seller acknowledges that each of LT 1 and LT 2 have completed the Real Estate Disclosure Statement which is affixed to this Agreement as **Exhibit E-1 and E-2** and that Purchaser may rely on the contents thereof.

Seller agrees to complete and execute Certifications substantially in the form of **Exhibit F** hereto and agrees that such Certifications shall be incorporated into this Agreement.

Section 9. Title; Adjustments to Base Installment Payments. On or before the Assignment Closing Date, the Original Seller shall provide Purchaser with copies of all title insurance policies and related documents pertaining to the real property to be conveyed hereunder for the approval of Purchaser, such approval not to be unreasonably withheld. On or before the Acceptance Date for the Phase 1 Facilities, the Original Seller shall furnish evidence satisfactory to the Purchaser of its or its nominee's or designee's good and marketable fee simple title to the property described as constituting such Phase in Exhibit A, including the Phase 2 Site, free and clear of all construction and other liens, claims, encumbrances, easements, and restrictions except Permitted Encumbrances and shall convey or cause to be conveyed all of its right, title and interest in such property to the Successor Seller or its nominee or designee. Thereafter, the Successor Seller or its nominee or designee will retain legal title to such Phase until (a) the Purchaser prepays the outstanding principal component of Base Installment Payments pursuant to Section 17 hereof, or (b) all payments of Base Installment Payments have been made or provided for, in each of which cases, the legal and beneficial ownership of the Facilities, including both the Phase 1 Facilities and the Phase 2 Facilities, shall be promptly conveyed to and vested in the Purchaser if no Event of Default or event of nonappropriation has occurred and is continuing, or (c) an event of nonappropriation shall have occurred pursuant to Section 5 hereof or an Event of Default shall have occurred and is continuing, in which case the legal and beneficial ownership of the Facilities shall be promptly conveyed to and vested in such person or entity as the Fiscal Agent shall direct.

Section 10. Real Property. The Facilities are and will remain real property and will include personal property affixed to or a part of the real estate on which it may be situated, notwithstanding that the Facilities or any part of the Facilities may be or after execution of this Agreement may become in any manner physically detached or removed from real estate or any building on such real estate.

Section 11. Use; Repairs and Replacements. From and after the Acceptance Date for any Phase, Purchaser will use the Facilities in a careful manner for the use contemplated; will take all reasonable steps to assure that the Facilities are operated solely by persons qualified and trained to do so and in compliance with all laws, ordinances, insurance policies and regulations relating to the use, maintenance and operation of the Facilities; and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Purchaser shall be responsible for all interior and exterior replacements and repairs, including roof and structural repairs and replacements, at Purchaser's expense, provided that Purchaser may delegate such responsibility pursuant to the Servicing Agreement or otherwise. Seller will, pursuant to the Servicing Agreement, keep the Facilities in good repair and furnish all parts, mechanisms and devices required therefor; and will obtain and maintain all governmental licenses and permits

required for ownership and operation of the Facilities, ordinary wear and tear excepted. If Seller fails to maintain the Facilities in accordance with this Section 11, the Facilities may be maintained by Purchaser; provided that such failure by Seller shall not constitute an Event of Default and shall not affect the Purchaser's obligation to pay Base Installment Payments. Seller has entered into the Servicing Agreement to provide for usual and customary services in the servicing and maintenance of the Facilities and Purchaser shall, subject to funds being appropriated for that purpose, provide for the payment of the Servicing and maintenance fees and expenses required under the Servicing Agreement pursuant to the provisions of this Section 11 and Sections 30 and 31 of this Agreement.

Section 12. Alterations. Purchaser will not make any alterations, additions or improvements to the Facilities without the Seller's prior written consent, which consent shall not be unreasonably withheld; provided, however, that Purchaser may, without the Seller's consent, make such alterations, additions or improvements as enhance the fair market value of the Facilities or as do not change the character, essentiality or utility of the Facilities and may be readily removed without damage to the Facilities or diminution in the fair market value of the Facilities.

Section 13. Location; Inspection. Following actual possession of the Facilities by Purchaser and on reasonable notice Seller will be entitled to inspect the Facilities during reasonable business hours. Such right of inspection shall be subject to reasonable security arrangements.

Section 14. Liens. Except as otherwise provided in this Agreement, Purchaser shall keep the Facilities or cause the Facilities to be kept free and clear of all liens and encumbrances except Permitted Encumbrances.

Section 15. Risk of Loss; Damage; Destruction; Condemnation. From and after the Acceptance Date for any Phase, Purchaser assumes all risk of loss of or damage to the Facilities from any cause whatsoever, and no such loss of or damage to the Facilities, nor taking by condemnation thereof by governmental authorities, nor defect therein nor unfitness nor obsolescence thereof shall relieve Purchaser of the obligation to make Installment Payments or to perform any other obligation under this Agreement. Purchaser will, at its option, (a) subject to funds being appropriated for that purpose, immediately restore the same to their prior condition and, if and when received, shall apply the proceeds of any insurance recovery to the costs incurred in making such repairs or cause the same to be so applied, or (b) subject to funds being appropriated for that purpose, replace the Facilities with facilities of equivalent value and usefulness in good repair as provided in Section 20 hereof and cause such replacement facilities to become Facilities hereunder, or (c) direct the Fiscal Agent to prepay the Participations then Outstanding from and to the extent of proceeds of insurance, self-insurance or condemnation in accordance with Section 3.16(b) of the Fiscal Agent Agreement.

Section 16. Insurance. With respect to the Facilities, the State shall, from and after the Acceptance Date for any Phase, subject to funds being appropriated for that purpose, either purchase and maintain, or cause to be purchased and maintained, commercial casualty insurance,

such insurance to be satisfactory to the Insurers, including the perils of fire, lightning, windstorm, hail, explosion, aircraft vehicles, smoke, riot, civil commotion, strikes or other labor disturbances, vandalism and malicious mischief, transportation hazards, theft, burglary and water damage or be self insured with respect to such risks with such self insurance to be satisfactory to the Insurer. The Purchaser shall also, subject to funds being appropriated for that purpose, purchase and maintain, or cause to be purchased and maintained, public liability and property damage insurance or be self insured with respect to such risks, such insurance or self insurance to be satisfactory to the Insurer. The Seller and the Fiscal Agent shall be named as additional insureds under any such casualty or liability insurance.. Insurance certificates evidencing coverage (whether or not provided under a master policy) shall be provided to the Insurer annually, to the attention of its Insured Portfolio Management Department and original copies of the policies shall be so furnished to the Insurer with thirty (30) days after any purchase or renewal.

In the event of any loss, damage, injury or accident involving the Facilities, the State shall promptly provide or cause to be provided to Seller, the Insurer and the Fiscal Agent written notice thereof and make available or cause to be made available to Seller, the Insurer and the Fiscal Agent all information and documentation relating thereto.

Section 17. Prepayments. (a) To the extent specifically provided for in the Seller Assignment and Section 29 hereof, Purchaser will have the right or the obligation to prepay in whole or in part, the principal component of certain Base Installment Payments in accordance with the Fiscal Agent Agreement.

(b). There may be credited against such optional or mandatory prepayment any funds available and held in trust by the Fiscal Agent for such purpose under the Fiscal Agent Agreement, as elected by the Purchaser. Upon the deposit of an amount sufficient for any such prepayment in whole with the Fiscal Agent all Participations shall be deemed paid, the Facilities shall, after payment of all other amounts due to the United States, the Fiscal Agent and the Seller pursuant to the Fiscal Agent Agreements or the Installment Purchase Agreement, be promptly conveyed to the Purchaser.

Section 18. Assignment By Purchaser. During the Term, without the prior written consent of CMS, Seller, the Insurer and the Fiscal Agent, Purchaser will not: (i) except for Permitted Encumbrances, assign, transfer, convey, pledge, hypothecate or grant any security interest in or lease or otherwise dispose of this Agreement or the Facilities or any interest in this Agreement or such Facilities, or (ii) lease or lend such Facilities or permit them to be operated by anyone other than Purchaser, Purchaser's employees or persons authorized by Purchaser in connection with Purchaser's operation of such Facilities; *provided* that in no event shall any such action release the Purchaser from its obligations to make Installment Payments hereunder. The Purchaser expressly reserves the right, with the written consent of the Insurer, to direct the Seller and/or the Fiscal Agent to assign, transfer, convey, or otherwise dispose of unimproved land included in any Phase subsequent to the Acceptance Date for such Phase; *provided* that such disposition does not significantly adversely affect the use and operation or value of such Phase or result in any violation of any law, regulation, easement or agreement affecting such Phase.

Section 19. Tax Covenants. Purchaser hereby warrants that it will not take any action, omit to take any action or permit the taking or omission of any action (including, without limitation, making or permitting any use of the proceeds of the Seller's transfer or assignment of this Agreement or the Facilities) if taking or omitting to take such action would cause any interest in this Agreement to be an arbitrage bond, a private activity bond or a federally guaranteed obligation within the meaning of the Code or would otherwise cause the interest component of Base Installment Payments to be included in the gross income of the recipients thereof for federal income tax purposes. The Purchaser acknowledges that in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Participations, the Purchaser is likely to be treated as the "taxpayer" in such examination and agrees that it will respond to any inquiries from the Internal Revenue Service in connection with such an examination.

Section 20. Replacement Facilities/Replacement Agency. During the Term and subject to and in accordance with Section 19 hereof, Purchaser may elect to substitute replacement facilities for the Facilities (or any portion thereof including a portion of the Phase 1 Site or the Phase 2 Site) and the Purchaser may elect to substitute a replacement agency of the State for the named Purchaser, with the prior written consent of the Insurer, *provided* such replacement facilities and/or replacement Purchaser shall comply with the requirements of this Agreement and the Fiscal Agent Agreement and shall have a fair market value at the time such replacement Facilities become subject to this Agreement which is not less than the fair market value of the Facilities being replaced prior to such destruction, damage or condemnation; and *provided* the Purchaser delivers to the Fiscal Agent and the Insurer an opinion of nationally recognized municipal bond counsel to the effect that such substitution of replacement Facilities or of a replacement Purchaser will not adversely affect the federal tax status of interest with respect to the Participations. Purchaser hereby confirms that its representations and warranties with respect to the Facilities and itself apply to such replacement Facilities and replacement Purchaser. Unless funds are available in the Facilities Acquisition Fund to pay therefor, Purchaser shall be responsible for the payment of the costs relating to such substitution. In the event replacement Facilities are substituted in accordance with the provisions of this Section 20, **Exhibit A** hereto and the Specifications shall be amended to reflect such acquisition. In the event a replacement Purchaser is substituted in accordance with this Section 20, such replacement Purchaser shall succeed to all the rights and obligations of the original Purchaser and shall execute and deliver a written instrument satisfactory to the Insurer, the Seller and the Fiscal Agent evidencing such substitution.

Section 21. Events of Default. The term "Event of Default" as used in this Agreement, means the occurrence of any one or more of the following events:

(a) Purchaser fails to make, for a reason other than a nonappropriation of funds, any deposit of Base Installment Payments as required in accordance with the terms of paragraph (f) of Section 4 of this Agreement, and any such failure continues for ten (10) days after the required deposit date; or

(b) Purchaser fails to make, for a reason other than nonappropriation of funds, any other payment required to be made by Purchaser pursuant to the Agreement, and any such failure continues for ten (10) days after written notice by Seller or the Fiscal Agent, it being understood that such notice is a condition precedent to the existence of an Event of Default but not to Purchaser's obligations to make such payment in accordance with the terms of this Agreement and further that the notice provisions of Section 4(c) of this Agreement shall be in addition to the notice set forth in this Section 21(b); or

(c) Purchaser fails to give notice of nonappropriation to the Seller, the Insurer or Fiscal Agent pursuant to Section 5 of the Agreement within 30 days after the occurrence thereof; or

(d) Purchaser fails to perform or observe any term of the Agreement to be performed or observed by it (other than as described in paragraphs (a), (b) or (c) of this Section) and such failure is not cured within sixty (60) days after written notice by Seller or the Fiscal Agent, provided that if such default cannot with due diligence be cured within such sixty (60) day period and Purchaser or Seller shall have diligently commenced to cure such default within such period and shall thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, such default shall not be an Event of Default; or

(e) Any representation or warranty made by Purchaser in the Agreement or in any other writing delivered by Purchaser pursuant to or in connection with this Agreement was incorrect in any material respect at the time made and, if susceptible of cure, is not cured within ten (10) days after notice is given to Purchaser by Seller or a Fiscal Agent.

Section 22. Remedies. Upon the occurrence of an Event of Default or an event of nonappropriation, and as long as such Event of Default or nonappropriation is continuing, the Seller or the Fiscal Agent may, with the written consent of the Insurer if Participations remain outstanding, and the written consent of the Insurer, and shall, at the written direction of such Insurers, exercise any one or more of the following remedies:

(a) By written notice to Purchaser, declare an amount equal to all amounts then due under this Agreement and all remaining Installment Payments hereunder (not to exceed an amount sufficient to pay all unpaid principal and accrued and unpaid interest included in Base Installment Payments and all other amounts payable hereunder) to be immediately due and payable, whereupon the same shall become immediately due and payable; provided any payment shall be subject to the availability of lawful appropriations or other lawfully available funds;

(b) Upon seven days prior written notice, enter upon the premises where the Facilities are located and take immediate possession of the Facilities;

(c) Sell, lease or otherwise dispose of the Facilities for the account of Purchaser, holding Purchaser liable (subject to the availability of lawful appropriations or other lawfully available funds) for all Installment Payments and other payments due and for the difference between the purchase price, rental and other amounts paid by the purchaser or lessee pursuant to such sale, lease or other disposition and the amounts payable by Purchaser

hereunder; provided that any excess proceeds from such sale, lease, other disposition or sublease, after deduction for and payment of fees, expenses and taxes levied on such sale, lease, other disposition or sublease, payment of all unpaid Administrative Expenses and distribution to the Fiscal Agent in the amount of the unpaid principal and accrued and unpaid interest components of Base Installment Payments, shall be paid to the State;

(d) Elect to terminate and cancel this Agreement; and

(e) Any other right, remedy or privilege which may be available to it under applicable law.

The provisions of this Section are subject, however, to the condition that if, at any time after such amount shall have been so declared due and payable and before the Facilities have been disposed of, all sums payable hereunder except the principal amounts of the Participations which have become due solely by virtue of such acceleration shall have been duly paid and all existing defaults or nonappropriation events shall have been cured, then and in every such case such payment shall constitute a waiver of such default or nonappropriation event and its consequences and an automatic rescission and annulment of such declaration, but no such waiver shall extend to or affect any subsequent default or nonappropriation event or impair any right consequent thereto. So long as the Insurer shall not have violated any provisions of the Insurance Policy, all actions authorized under this Section shall be subject to the prior written consent of the Insurer.

In addition, Purchaser will remain liable, subject to funds being appropriated for that purpose, for all obligations under this Agreement and for all legal fees and other costs and expenses, including court costs, when and if deemed appropriate and awarded by a court of competent jurisdiction, incurred with respect to the enforcement of any remedies under this Agreement, when it is finally adjudicated by a court of competent jurisdiction that Purchaser is in default under this Agreement.

Purchaser acknowledges that Seller's rights to exercise remedies under this Section 22 may be assigned by Seller to the Fiscal Agent pursuant to Section 32 of this Agreement, and Purchaser agrees that Seller or the Fiscal Agent shall be entitled to exercise all remedies provided for in this Agreement.

Section 23. Notices. All notices to be given under this Agreement shall be in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth below or at such address as such party may provide in writing from time to time.

If to Seller on or prior to the occurrence of all Acceptance Dates:

The Alter Group, Ltd.
7303 N. Cicero Avenue
Chicago, Illinois 60646
Attention: Ron Seigel

If to Seller on or after the occurrence of any Acceptance Date:

Lake Center Realty Investors II, Inc.
c/o The Alter Group, Ltd.
7303 N. Cicero Avenue
Chicago, Illinois 60646
Attention: Ron Seigel

If to the Insurer:

MBIA
113 King Street
Armonk, New York 10504
Attention: Surveillance

If to Purchaser:

Department of Central Management Services
712 Stratton Building
Springfield, Illinois 62706
Attention: Director
and
The Illinois Department of Transportation
Administration Building, Room 300
Springfield, Illinois 62764
Attention: Secretary

Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

Section 24. Section Headings. All section headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 25. Governing Law. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Illinois.

Section 26. Delivery of Related Documents. Purchaser will execute or provide, as requested by Seller or the Fiscal Agent, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this Agreement, including financing statements and similar documents.

Section 27. Entire Agreement; Severability; Waiver; Amendment. This Agreement, which includes all Exhibits and other attachments hereto, and the Construction Documents and other documents or instruments executed by Purchaser and Seller in connection herewith, constitutes the entire agreement between the parties with respect to the purchase of the Facilities, and this Agreement shall not be modified, amended, altered, or changed except with the written consent of Purchaser and Seller and, from and after the Assignment Closing Date, the Fiscal Agent and the Insurer; provided, however, that the Construction Documents may be modified, amended, altered or changed with the written consent of only the Original Seller and the Purchaser. Any provision of this Agreement found to be prohibited by law or deemed inoperative at any time shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by Seller (and, from and after the Assignment Closing Date, the Fiscal Agent and the Insurer) of any breach by Purchaser of any term or condition hereof shall not operate as a waiver of any subsequent breach thereof.

Section 28. Execution in Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 29. Payment on Non-Business Day. If pursuant to the terms of this Agreement any payment is due or obligation is to be discharged on a day other than a Business Day, such payment shall become due or obligation shall be discharged on the next succeeding Business Day.

Section 30. Servicing Agreement. The Seller has entered into a Servicing Agreement pursuant to Section 11 hereof with Alter Asset Management, Inc., as Servicer, to provide for the operation, maintenance and repair of the Facilities and Purchaser consents thereto and shall provide for the payment of fees and expenses thereunder pursuant to Section 11 hereof; provided that the Purchaser's obligations to provide for payments due under the Servicing Agreement and to provide for the services described therein shall be subject to the appropriation of funds therefor by the Illinois General Assembly or the availability of funds therefor held by the Fiscal Agent; and, further provided, that remedies for failure to provide for such payments or services shall be governed by the Servicing Agreement; and, further provided that such Servicing Agreement shall not conflict with or otherwise affect the terms and conditions of this Agreement, the Fiscal Agent Agreement or the transactions contemplated herein or therein, including but not limited to, the absolute nature of the obligations to pay Installment Payments and Additional Installment Payments as provided herein. The Servicer shall have the right to assign and delegate its rights and obligations under the Servicing Agreement.

Section 31. Successor Seller Services. On the Assignment Closing Date, the Original Seller shall execute and deliver an agreement with the Successor Seller, subject to the consent of the Purchaser, pursuant to which the Successor Seller shall agree to cause the Phase 2 Facilities to be constructed in accordance with this Agreement (but solely from the moneys available therefor as provided herein) and to perform such services relating to the Facilities and the Participations as the Purchaser shall request, including the following: (a) review of any reports furnished by the Fiscal Agent; (b) confirmation of investment earnings credited against Base

Installment Payments pursuant to Section 4(g) hereof; (c) consultation on and administration of approvals and consents required from the Insurer; (d) consultation on and monitoring of the budget and appropriation processes of the State relating to the timely payment of Installment Payments; (e) review of the Acceptance Certificates and supporting documents; (f) performance of periodic refunding savings analyses; and (g) administration of arbitrage rebate matters as required under the Code. Such agreement shall provide that at the time of Purchaser's acceptance of the Phase 1 Facilities on the Acceptance Date, and without further action as the Phase 2 Facilities are constructed, the Successor Seller shall (i) accept the conveyance of title to such Facilities or an absolute assignment of the beneficial interest in such Facilities pursuant to Section 9 hereof and thereafter hold such title or beneficial interest as Successor Seller in accordance with this Agreement, (ii) accept the assignments described in Section 32 hereof and (iii) assume the Original Seller's obligations under Section 3 hereof and under the Fiscal Agent Agreement. The Successor Seller shall be compensated for the foregoing services as agreed by the Successor Seller and the Purchaser.

Section 32. Seller's Assignment Option. Seller shall not assign, transfer, convey, lease, pledge, encumber or otherwise dispose of its right, title or interest in this Agreement without the prior written consent of Purchaser except as hereafter provided:

(a) From and after the date hereof, the Original Seller shall have the right, at its sole option, to sell and assign all of its rights, titles and interests under this Agreement, other than Retained Rights, to the Fiscal Agent, subject to the following terms and conditions:

(i) *Written Assignment.* Such sale and assignment shall be accomplished through the Original Seller's and the Fiscal Agent's execution and delivery of the Seller Assignment which shall be consented to and acknowledged by the Purchaser. The Seller Assignment may provide that it shall become effective on a specified closing date (such effective date being the *"Assignment Closing Date"*).

(ii) *Conditions Precedent To Assignment.* On or before the Assignment Closing Date, the Original Seller shall have satisfied all conditions precedent to the effectiveness of the Seller Assignment as may be specified in the Seller Assignment.

Section 33. Indemnification. The Seller agrees to indemnify and hold harmless the Purchaser, its officials, employees and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Purchaser with respect to the Participations, by contract or otherwise (each an "Indemnified Party," and collectively called the "Indemnified Parties"), from and against any and all losses, claims, damages, liabilities, or expenses, including reasonable attorney's fees and expenses, arising out of or based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Offering Circular, the Offering Circular or any supplement to it under the captions "UNDERWRITING" and the first two paragraphs under the caption "THE FACILITIES", or arising out of or based upon any omission or alleged omission to state a material fact required to be stated or necessary to make the statements contained in the Preliminary Offering Circular, the Offering Circular or any

supplement to it under the captions "UNDERWRITING" and the first two paragraphs under the caption "THE FACILITIES", in light of the circumstances under which they were made, not misleading. This indemnity shall be in addition to any liability the Seller may otherwise have.

The Seller agrees to indemnify, defend and hold harmless each of the Indemnified Parties from and against any and all losses, claims, damages, liabilities, or expenses, including reasonable attorney's fees and expenses, caused by (i) the failure of the Underwriters to comply with any registration or qualification requirements applicable to the Underwriters or the Participations under any securities or "blue sky" law of any jurisdiction in which such registration or qualification is required; (ii) the failure of the Underwriters to deliver an Offering Circular to a purchaser of the Participations; or (iii) the violation by the Underwriters of any applicable federal or state securities laws in connection with any offer or sale of the Participations arising from a material misstatement of fact made by the Underwriters.

In case any claim shall be made or any action shall be brought against any of the Indemnified Parties based upon either or both of the preceding two paragraphs, in respect to which indemnity is sought against the Seller pursuant to this Section 31, the Indemnified Party seeking indemnity promptly shall notify the Seller in writing and the Seller promptly shall assume the defense of such claim or action, including the employment of counsel reasonably satisfactory to the Purchaser, the payment of all expenses and the right to negotiate and consent to settlement. The failure of the Indemnified Party to so notify the Seller within fifteen days of notice to such Indemnified Party of a claim or action being brought against such Indemnified Party for which indemnity will be sought, will reduce the liability of the Seller under this Section 31 by the amount of damages attributable to the failure to so notify the Seller, beginning the sixteenth day following notice to such Indemnified Party of the claim or action. If the Seller receives written notice from a source other than an Indemnified Party of a claim or action in respect of which indemnity can be sought or the action or claim in respect of which indemnity can be sought is also filed against the Seller, the Indemnified Party need not notify the Seller in writing that the Indemnified Party will seek indemnity; the Seller will be deemed to have such notice of such claim or action. If any of the Indemnified Parties is advised in an opinion of counsel that there may be legal defenses available to it which are different from, additional to, adverse to or in conflict with those available to the Seller, or that the defense of Indemnified Party should be handled by separate counsel, the Seller shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the fees and expenses of counsel but not more than one counsel or one firm of attorneys at any one time for such Indemnified Party retained by such Indemnified Party in assuming its own defense, and provided also that, if the Seller shall have failed to assume the defense of such action or to retain counsel reasonable satisfactory to the Purchaser within a reasonable time after notice of the commencement of such action the fees and expenses of counsel but not more than one counsel or one firm of attorneys at any one time for any singular Indemnified Party retained by the Indemnified Party and incurred after notice from the Indemnified Party to the Seller that such Indemnified Party will retain its own counsel, shall be paid by the Seller. If, however, the Seller thereafter assumes the defense of such action, the Seller shall not be liable for the fees and expenses of any counsel of the Indemnified Party incurred from and after the date it assumes such defense in connection with such action other than reasonable costs of investigation or other costs incurred with the prior

consent of the Seller or, unless the Indemnified Party is advised in an opinion or counsel that there may be legal defenses available to it which are different from, additional to, adverse to or in conflict with those available to the Underwriters, or that the defense of such Indemnified Party should be handled by separate counsel. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense of such claim or action, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless the employment of such counsel has been specifically authorized, in writing, by the Seller and the Seller has specifically agreed to pay such fees and expenses. The Seller shall not be liable for any settlement of any such action effected without their written consent but if settled with the written consent of the Seller or if there be a final judgment for the plaintiff in any such action with or without consent based on the preceding two paragraphs, the Seller agrees to indemnify and hold harmless each of the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment.

The Purchaser acknowledges that it has furnished certain information to the Seller which is used in the Preliminary Offering Circular, the Offering Circular or any supplement to it under the caption "THE FACILITIES" (excluding the first two paragraphs thereof), "THE STATE OF ILLINOIS" and "APPENDICES C AND D."

The rights provided in this Section 33 do not constitute an election of remedies or waiver of any rights which may be available to any party other than as provided in this Section should the provisions of this Section be found by a court of competent jurisdiction to be unenforceable, void, or unavailable for any reason. The covenants and agreements of the Seller contained in this Section 33 shall survive the delivery of the Participations.

Section 34. Time of the Essence. Except as otherwise provided in this Agreement, time shall be of the essence in the construction of this Agreement.

November

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized signatures as of the date first written above.

SELLER (LT 1):

LaSalle Bank National Association (formerly known as LaSalle National Bank), not personally but as Successor Trustee under Trust Agreement dated 6/21/84 and known as Trust No. 108540 for benefit of Schaumburg Tech III Partnership, an Illinois limited partnership, as Seller:

[illegible] against LaSalle Bank [illegible] of any of the terms, provisions, [illegible] contained in this instrument

Nancy A Carlin

Name: Nancy [illegible] Assistant Vice President

SELLER (LT 2)

LaSalle Bank National Association (formerly known as LaSalle National Bank), not personally but as Successor Trustee under Trust Agreement dated 9/17/81 and known as Trust No. 104278 for benefit of WA Land Partnership, an Illinois limited partnership, as Seller

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument

Nancy A Carlin

Name: Nancy A Carlin Assistant Vice President

PURCHASER:

THE STATE OF ILLINOIS, Department of Central Management Services

By _____

Director

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By _____

Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized signatures as of the date first written above.

SELLER (LT 1): LaSalle Bank National Association (formerly known as LaSalle National Bank), not personally but as Successor Trustee under Trust Agreement dated 6/21/84 and known as Trust No. 108540 for benefit of Schaumburg Tech III Partnership, an Illinois limited partnership, as Seller:

_____

Name: _____

SELLER (LT 2) LaSalle Bank National Association (formerly known as LaSalle National Bank), not personally but as Successor Trustee under Trust Agreement dated 9/17/81 and known as Trust No. 104278 for benefit of WA Land Partnership, an Illinois limited partnership, as Seller

_____

Name: _____

PURCHASER: THE STATE OF ILLINOIS, Department of Central Management Services

By Michael J. Schwartz

Director

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By _____

Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized signatures as of the date first written above.

SELLER (LT 1): LaSalle Bank National Association (formerly known as LaSalle National Bank), not personally but as Successor Trustee under Trust Agreement dated 6/21/84 and known as Trust No. 108540 for benefit of Schaumburg Tech III Partnership, an Illinois limited partnership, as Seller:

_____

Name: _____

SELLER (LT 2) LaSalle Bank National Association (formerly known as LaSalle National Bank), not personally but as Successor Trustee under Trust Agreement dated 9/17/81 and known as Trust No. 104278 for benefit of WA Land Partnership, an Illinois limited partnership, as Seller

_____

Name: _____

PURCHASER: THE STATE OF ILLINOIS, Department of Central Management Services

By _____

Director

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By _____

Secretary

EXHIBIT A
LEGAL DESCRIPTION OF FACILITIES

Phase I Site

Lot 1 in Schaumburg Technological Center Resubdivision No. 2; in Fractional Section 3, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois; also described as: all of Lot 12 in the Tollway Center of Schaumburg Unit 1, being a Resubdivision of Lot 1 and Part of Lot 2 in Highland Woods Industrial Center in Fractional Section 3, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded November 4, 1982 as Document 26400990 and registered November 4, 1982 as Document LR3281084; together with that part of Lot 2 in Highland Woods Industrial Center, being a subdivision of part of the Fractional Section 3, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document 25398072, described as follows:, Beginning at the point of intersection of the West Line of said Lot 2 with a Line 325.22 Feet, as measured at right angles, South of and Parallel with the North Line of said Lot 2, said point of beginning being also the Southwest Corner of Lot 12 in the Tollway Center of Schaumburg Unit 1, aforesaid, thence North 90 Degrees 00 Minutes 00 Seconds East along said Line Parallel with the North Line of said Lot 2, said Parallel Line being also the South Line of Lot 12 in Tollway Center of Schaumburg Unit 1, aforesaid, 262.14 Feet to the West Line of Center Court (formerly known as Goede Drive); said Point being also the Southeast Corner of Lot 12 in the Tollway Center of Schaumburg Unit 1, aforesaid, thence South 00 Degrees 00 Minutes 00 Seconds West along said West Line of Center Court, 60.78 Feet to a point of curvature in said West Line; thence Southeasterly along the Southwesterly Line of said Center Court, being a Curved Line Convex Southwesterly, having a Radius of 163.0 Feet and being tangent to said last described line at said last described point, an arc distance of 247.42 Feet to a point of tangency (the Chord of said Arc bears South 43 Degrees 29 Minutes 04 Seconds East, 224.34 Feet); thence South 86 Degrees 58 Minutes 07 Seconds East along the South Line of Center Court 126.85 Feet; thence South 00 Degrees 12 Minutes 04 Seconds West, 265.89 Feet to the Southerly Line of said Lot 2; thence North 80 Degrees 54 Minutes 39 Seconds West along the Southerly Line of said Lot 2, 550.61 Feet to the Southwest Corner of said Lot 2; thence North 00 Degrees 12 Minutes 04 Seconds East along the West Line of said Lot 2, 409.17 Feet to the place of beginning, in Cook County, Illinois.

Phase 2 Site

Lot 2 in Highland Woods Industrial Center, in Fractional Section 3, Township 41 North Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded as Document 25398072 (excepting therefrom Lot 19 in the Tollway Center of Schaumburg Unit 1, being a Resubdivision of Lot 1 and part of Lot 2 in Highland Woods Industrial Center according to the Plat thereto recorded November 4, 1982 as Document 26400990) and (also excepting Lot 1 in Schaumburg Technological Center Resubdivision No. 2 in Fractional Section 3, Township 41 North, Range 10 East of the Third Principal Meridian according to the Plat thereof recorded March 11, 1986 as Document 86098937) in Cook County, Illinois.

Semi Annual Admin Fee + 625.00

EXHIBIT B
BASE INSTALLMENT PAYMENT SCHEDULE

INSTALLMENT PAYMENT DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	BASE INSTALLMENT PAYMENT	FISCAL YEAR TOTAL
December 31, 1999	-	303,745.42	303,745.42	-
June 30, 2000	585,000.00	911,236.25	1,496,236.25	1,799,981.67
December 31, 2000	-	899,828.75	899,828.75	-
June 30, 2001	1,070,000.00	899,828.75	1,969,828.75	2,869,657.50
December 31, 2001	-	877,091.25	877,091.25	-
June 30, 2002	1,150,000.00	877,091.25	2,027,091.25	2,904,182.50
December 31, 2002	-	851,503.75	851,503.75	-
June 30, 2003	1,200,000.00	851,503.75	2,051,503.75	2,903,007.50
December 31, 2003	-	823,903.75	823,903.75	-
June 30, 2004	1,255,000.00	823,903.75	2,078,903.75	2,902,807.50
December 31, 2004	-	794,097.50	794,097.50	-
June 30, 2005	1,315,000.00	794,097.50	2,109,097.50	2,903,195.00
December 31, 2005	-	762,208.75	762,208.75	-
June 30, 2006	1,380,000.00	762,208.75	2,142,208.75	2,904,417.50
December 31, 2006	-	728,053.75	728,053.75	-
June 30, 2007	1,450,000.00	728,053.75	2,178,053.75	2,906,107.50
December 31, 2007	-	691,441.25	691,441.25	-
June 30, 2008	1,520,000.00	691,441.25	2,211,441.25	2,902,882.50
December 31, 2008	-	652,681.25	652,681.25	-
June 30, 2009	1,600,000.00	652,681.25	2,252,681.25	2,905,362.50
December 31, 2009	-	611,081.25	611,081.25	-
June 30, 2010	1,680,000.00	611,081.25	2,291,081.25	2,902,162.50
December 31, 2010	-	566,981.25	566,981.25	-
June 30, 2011	1,770,000.00	566,981.25	2,336,981.25	2,903,962.50
December 31, 2011	-	520,518.75	520,518.75	-
June 30, 2012	1,860,000.00	520,518.75	2,380,518.75	2,901,037.50
December 31, 2012	-	470,298.75	470,298.75	-
June 30, 2013	1,965,000.00	470,298.75	2,435,298.75	2,905,597.50
December 31, 2013	-	416,261.25	416,261.25	-
June 30, 2014	2,070,000.00	416,261.25	2,486,261.25	2,902,522.50
December 31, 2014	-	359,336.25	359,336.25	-
June 30, 2015	2,185,000.00	359,336.25	2,544,336.25	2,903,672.50
December 31, 2015	-	295,425.00	295,425.00	-
June 30, 2016	2,315,000.00	295,425.00	2,610,425.00	2,905,850.00
December 31, 2016	-	227,711.25	227,711.25	-
June 30, 2017	2,450,000.00	227,711.25	2,677,711.25	2,905,422.50
December 31, 2017	-	156,048.75	156,048.75	-
June 30, 2018	2,590,000.00	156,048.75	2,746,048.75	2,902,097.50
December 31, 2018	-	80,291.25	80,291.25	-
June 30, 2019	2,745,000.00	80,291.25	2,825,291.25	2,905,582.50
	-	-	-	-

Totals	34,155,000.00	22,784,509.17	56,939,509.17	56,939,509.17

EXHIBIT E

REAL ESTATE DISCLOSURE STATEMENT

REAL ESTATE LEASE FORM
DISCLOSURE STATEMENT

THIS STATEMENT MUST BE COMPLETED BY THE SELLER AND SIGNED BY AN OWNER, AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, OR MANAGING AGENT

You are required by Illinois Law to complete this form (50 ILCS 105/3.1) The purpose of this form is to determine all of the name(s) of the owner(s) and beneficiary having any interest in the property real or personal of the premises. Furthermore, you must disclose the names of any shareholders entitled to receive more than 7 _% of the total distributable income of any corporation with an interest in the property. 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 AGREEMENT AND/OR CRIMINAL SANCTIONS.

I A. Address of Premises 201 West Center Court, Schaumburg, IL

B. Real Estate Tax Index Number 07-03-101-023

II INDICATE SELLER'S INTEREST IN PROPERTY BY CHECKING ALL APPLICABLE BOXES AND COMPLETING PARAGRAPH(S) AS INSTRUCTED. IF ADDITIONAL SPACE IS NEEDED TO PROVIDE THIS INFORMATION, PLEASE ATTACH A SEPARATE SHEET TO THIS FORM.

FEE SIMPLE (SOLE OWNER, JOINT TENANTS, TENANTS BY THE ENTIRETY, TENANTS IN COMMON)

INSTRUCTIONS: PLEASE LIST NAMES OF ALL OWNERS

LEASE HOLDER OR SUBLESSEE

INSTRUCTIONS: PLEASE LIST THE NAMES OF THE LESSOR (AND LESSEE IF YOU ARE A SUBLESSEE). PLEASE INDICATE THE BEGINNING AND ENDING DATES OF TERM OF LEASE OR THE SUB-LEASE.

[V] LAND TRUST OR OTHER TRUST LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee under Trust Agreement dated June 21, 1984 and known as Trust No. 10950

INSTRUCTIONS: PLEASE LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. IF THE PROPERTY IS HELD IN A LAND TRUST, YOU MUST ALSO COMPLETE A LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION.

See Attached

OPTION TO PURCHASE, CONTRACT TO PURCHASE OR SIMILAR INTEREST

INSTRUCTIONS: DESCRIBE YOUR INTEREST IN THE PROPERTY FULLY. PLEASE LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE.

OTHER (PLEASE DESCRIBE)

INSTRUCTIONS: LIST THE NAMES OF ALL PARTIES WHO HAVE AN OWNERSHIP INTEREST IN THE PROPERTY

REAL ESTATE FORM -- DISCLOSURE STATEMENT

III IF CORPORATION OR PARTNERSHIP HAS AN INTEREST IN THE PROPERTY, PLEASE COMPLETE THE APPROPRIATE PARAGRAPH

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 7 _% of the total distributable income of the corporation:
4. The name of the person(s) authorized to execute the contracts on behalf of the corporation:

NOTE: IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 _% INTEREST IN THE CORPORATION AND THE CORPORATION IS PUBLICLY TRADED THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

PARTNERSHIP - INSTRUCTIONS: PLEASE LIST (SEE ATTACHED)

1. The names of all partners (include limited partners if applicable): Schaumburg Tech III Partnership, an Illinois limited partnership
2. If limited partnership, the names and addresses of all general partners: Alter Design Builders, L.L.C., a Delaware limited liability company, successor by merger to Alter Design Builders, Inc., a Delaware corporation, 7303 North Cicero Avenue, Lincolnwood, IL 60646

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?

_X_NO ___YES If "YES", explain employment and/or relationship.

V THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

I, Ronald Siegel, state on oath or affirm that I am (title) the Vice President, of (firm/name) 18-Chai Corp.,/(*) and that the disclosure made above is true and correct. I will provide any additional documentation requested by the Sate of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois.
(*) an Illinois corporation, manager of Alter Design Builders, L.L.C., general partner of Schaumburg Tech III Partnership

Signature Date
SCHAUMBURG TECH III PARTNERSHIP
Beneficial Seller
Title Vice President of 18-CHAI CORP., an Illinois corporation, manager of Alter Design Builders, L.L.C., general partner

NOTARY:

STATE OF ILLINOIS
COUNTY OF COOK

I,

_____, certify on _____, 1999, Ronald Siegel personally appeared before me and swore or affirmed that __ he __ signed this document as ~~SELLER~~ Vice President of the manager of general partner of SELLER and that the information provided was true and correct.

Notary Public
Commission Expires

EXHIBIT E

REAL ESTATE DISCLOSURE STATEMENT

REAL ESTATE LEASE FORM
DISCLOSURE STATEMENT

THIS STATEMENT MUST BE COMPLETED BY THE SELLER AND SIGNED BY AN OWNER, AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, OR MANAGING AGENT

You are required by Illinois Law to complete this form (50 ILCS 105/3.1) The purpose of this form is to determine all of the name(s) of the owner(s) and beneficiary having any interest in the property real or personal of the premises. Furthermore, you must disclose the names of any shareholders entitled to receive more than 7 _% of the total distributable income of any corporation with an interest in the property. 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 AGREEMENT AND/OR CRIMINAL SANCTIONS.

I A. Address of Premises Vacant land adjacent to 201 West Center Court Schaumburg, Illinois

B. Real Estate Tax Index Number 07-03-101-022

II INDICATE SELLER'S INTEREST IN PROPERTY BY CHECKING ALL APPLICABLE BOXES AND COMPLETING PARAGRAPH(S) AS INSTRUCTED. IF ADDITIONAL SPACE IS NEEDED TO PROVIDE THIS INFORMATION, PLEASE ATTACH A SEPARATE SHEET TO THIS FORM.

— FEE SIMPLE (SOLE OWNER, JOINT TENANTS, TENANTS BY THE ENTIRETY, TENANTS IN COMMON)

INSTRUCTIONS: PLEASE LIST NAMES OF ALL OWNERS

— LEASE HOLDER OR SUBLESSEE

INSTRUCTIONS: PLEASE LIST THE NAMES OF THE LESSOR (AND LESSEE IF YOU ARE A SUBLESSEE). PLEASE INDICATE THE BEGINNING AND ENDING DATES OF TERM OF LEASE OR THE SUB-LEASE.

☑ LAND TRUST OR OTHER TRUST LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee under Trust Agreement dated September 17, 1981 and known as Trust No. 104278

INSTRUCTIONS: PLEASE LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. IF THE PROPERTY IS HELD IN A LAND TRUST, YOU MUST ALSO COMPLETE A LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION.

See Attached

OPTION TO PURCHASE, CONTRACT TO PURCHASE OR SIMILAR INTEREST

INSTRUCTIONS: DESCRIBE YOUR INTEREST IN THE PROPERTY FULLY. PLEASE LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE.

OTHER (PLEASE DESCRIBE)

INSTRUCTIONS: LIST THE NAMES OF ALL PARTIES WHO HAVE AN OWNERSHIP INTEREST IN THE PROPERTY

REAL ESTATE FORM – DISCLOSURE STATEMENT

III IF CORPORATION OR PARTNERSHIP HAS AN INTEREST IN THE PROPERTY, PLEASE COMPLETE THE APPROPRIATE PARAGRAPH

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 7 _% of the total distributable income of the corporation:
4. The name of the person(s) authorized to execute the contracts on behalf of the corporation:

NOTE: IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 _% INTEREST IN THE CORPORATION AND THE CORPORATION IS PUBLICLY TRADED THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

PARTNERSHIP – INSTRUCTIONS: PLEASE LIST (SEE ATTACHED)

1. The names of all partners (include limited partners if applicable):
WA LAND PARTNERSHIP, an Illinois limited partnership
7303 North Cicero, Lincolnwood, IL 60646
2. If limited partnership, the names and addresses of all general partners:
18-CHAI CORP., an Illinois corporation, 7303 North Cicero, Lincolnwood, IL 60646; MICHAEL ALTER TRUST, 7303 North Cicero Avenue, Lincolnwood, IL 60646; and HARVEY ALTER TRUST, 7303 North Cicero Avenue, Lincolnwood, IL 60646

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?

_x_NO ___YES If "YES", explain employment and/or relationship.

V THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

I, RONALD SIEGEL, state on oath or affirm that I am (title) a Vice President, of (firm/name) 18-CHAI CORP./ general partner of WA LAND PARTNERSHIP and that the disclosure made above is true and correct. I will provide any additional documentation requested by the Sate of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois.

Signature Date
WA LAND PARTNERSHIP - Seller
Title Vice President of
18-CHAI CORP., an Illinois corporation, a general partner

NOTARY:

STATE OF ILLINOIS
COUNTY OF COOK

I,

_____, certify on _____, 1999 Ronald/Siegel, personally appeared before me and swore or affirmed that __ he __ signed this document as ~~SELLER~~ Vice President of a general partner of SELLER and that the information provided was true and correct.

_____

_____
Notary Public
Commission Expires

SERVICE AGREEMENT

This Service Agreement (this "Service Agreement") made and entered into as of this 23RD day of NOVEMBER 1999 by and between LaSalle Bank, National Association not personally, but as Trustee under a Trust Agreement dated September 21, 1984 and known as Trust #108540, ("Owner") and Alter Asset Management, L.L.C., a Delaware limited-liability corporation ("Facility Servicer"), having its principal offices at 1980 Springer Drive, Lombard, Illinois 60148-6404.

PRELIMINARY STATEMENT

Owner owns an office building located at 201 West Center Court, Schaumburg, Illinois. The Illinois Department of Transportation occupies the building.

Owner has entered into an Installment Purchase Agreement for the purpose of selling the complex to the State of Illinois. Participations were issued to finance the purchase. The participations will be due at various times over a period ending on July 1, 2019 subject to acceleration under certain events.

To provide security for the full payment of the participations, certain rights under the Installment Purchase Agreement are being assigned to LaSalle National Trust, N.A., a fiscal agent, and title to the complex will be conveyed to LaSalle Bank, not personally but as Trustee under a Trust Agreement dated September 21, 1984 and known as Trust #108540, as initial grantee. Another party may be substituted for either the fiscal agent or the initial grantee from time to time. In addition, if any of the occupied portions of the complex are destroyed, damaged or condemned, the State may designate replacement Facility.

Upon full payment of the participations, the then grantee will convey title to the complex, plus any replacement Facility, to the State or as it directs.

Owner is responsible for securing certain services for the complex and has retained Facility Servicer for that purpose. It is the intention of Owner and Facility Servicer that such relationship for the complex be retained at all times despite title transfers to or among Owner, the initial grantee, the fiscal agent, their respective substitutes, and the State or its designee (the from time-to-time owner of all or any portion of the Facility is called the "Owner") except after the initial ten (10) years of the Term in such instance where the State pre-pays the Installment Purchase Agreement using General Obligation Bonds or cash. This intent is being evidenced by, among other things, the separate acknowledgment of the State, the terms of which Acknowledgement are contained in Exhibit C attached hereto and which are hereby accepted and agreed to by the parties to this Service Agreement, which is the ultimate owner of the Facility under the Installment Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises herein contained, Owner and Facility Servicer agree as follows.

TERMS AND CONDITIONS

1. Definitions. In addition to the terms defined elsewhere in this Service Agreement, the following terms have the meaning given below unless the context clearly requires otherwise:

"Authorized Representative" means the written designee of Owner.

"Facility" means the property described in Exhibit A attached hereto, and all buildings and Facility thereon, and any improvements subsequently constructed thereon.

"Facility Budget" means the budget prepared by Facility Servicer and approved by Owner pursuant to Section 5.

"Fiscal Year" means the State's fiscal year.

"Installment Purchase Agreement" means that certain Installment Purchase Agreement between Owner and the State dated as Nov. 1, 1999, as amended from time to time.

"Maintenance Expenses" means expenses of leasing, operating, maintaining and repairing the Facility, including the Facility Servicer Fee, payable pursuant to this Service Agreement.

"Operating Account" means such bank accounts as may be established by the Facility Servicer for the benefit of Owner.

"Facility Servicer Fee" means the fee of Facility Servicer for performing its duties and responsibilities under this Service Agreement and calculated in the manner provided in Section 5.

"State" means the State of Illinois, acting by and through its Department of Central Management Services or acting by and through an agency of the State of Illinois.

"Tenants" means the tenants under leases for space in the Facility and other occupants of the Facility under the Installment Purchase Agreement or otherwise with the consent of Owner.

"Term" means the period commencing on the date of execution and delivery of this Service Agreement and ending on July 1, 2019.

2. Appointment and Acceptance. Owner hereby hires Facility Servicer as its sole representative and manager for the operation, maintenance, repair and management of the Facility for the Term and Facility Servicer hereby accepts such appointment.

3. Duties and Responsibilities of Facility Servicer. Facility Servicer shall perform the services which are enumerated in this Section with respect to the Facility except when performance thereof is prevented by strike, by fire, by other casualty or by any other event beyond the reasonable control of Facility Servicer and except to the extent that the amount necessary to pay for the performance of such services or to pay the Maintenance Expenses and the Facility Servicer Fee when due is not on deposit in the Operating Account. Anything to the contrary contained in this Service Agreement notwithstanding, Facility Servicer shall not be required to expend or apply any funds of Facility Servicer to pay for the performance of this Service Agreement.

(a.) Facility Servicer shall (i) cause the efficient and businesslike supervision and inspection of the Facility, (ii) cause the Facility to be maintained in a clean and orderly manner in compliance with all applicable public health and safety laws, ordinances, rules, regulations and insurance policies relating to the use, maintenance and operation of the Facility and according to reasonable standards acceptable to Owner including cleaning, painting, decorating, plumbing, carpentry, grounds care, heating, ventilating and air conditioning services, (iii) supervise routine maintenance and repairs and, subject to the sufficiency of the relevant Facility Budget (iv) contract with qualified contractors for the maintenance and repair of major mechanical systems and elevators and for maintenance employees of Facility Servicer, (v) not make any alteration or addition to any Facility or undertake any major repairs of any Facility if the estimated cost of labor and materials in any one instance is in excess of Five Thousand Dollars ($5,000.00) unless the cost thereof (1) is included in the relevant Facility Budget, or (2) is approved by Owner, or (3) is an emergency repair, and (vi) give special attention to preventive maintenance and, to the extent practicable, shall use the services of employees of Facility Servicer.

(b.) As requested by Owner, Facility Servicer shall arrange for (i) water, (ii) electricity, (iii) gas, (iv) sewerage, (v) trash disposal, (vi) janitorial services, (vii) vermin extermination, (viii) security, (ix) property and liability insurance and/or (x) third parties to provide for such utilities and services pursuant to such contracts and agreements as may be necessary to secure such utilities and services.

(c.) Facility Servicer shall (i) systematically and promptly receive and investigate all service requests from Tenants, (ii) take such action thereon as may be justified, and (iii) keep appropriate records of such requests and action, (iv) receive emergency requests on a twenty-four (24) hour per day basis, (v) use its best efforts to initiate work orders responsive to non-emergency requests within seventy-two (72) hours, (vi) report complaints of a serious nature to Owner

promptly after investigation and (vii) If requested by Owner, deliver to Owner copies of all service requests and the reports of responses thereto.

(d.) Facility Servicer shall (i) If requested by Owner, promptly investigate and make a complete and timely written report to any appropriate insurance company and to Owner with respect to all accidents, claims and potential claims for damage to the Facility and the estimated cost of repair thereof, (ii) prepare for the approval by Owner any reports required by any insurance company in connection therewith, (iii) subject to the approval of Owner, settle any claims against any insurance company, including the execution of proofs of loss, and the collection of insurance proceeds.

(e.) Facility Servicer shall hire competent employees required to perform the services of Facility Servicer pursuant to this Service Agreement. All persons so engaged shall be deemed employees of Facility Servicer and not of Owner but all expenses incurred in connection with the employment of such employees shall be Maintenance Expenses. Facility Servicer shall also hire an off-site Supervisor of Facility (the "Facility Supervisor"), at Facility Servicer's expense and not as a Maintenance Expense, who shall be responsible for the administration and supervision of Facility Servicer's duties hereunder. Upon written notice from Owner, Facility Servicer shall also hire an on-site building manager for the Facility, as a Maintenance Expense, who shall be responsible for the on-site supervision of Facility Servicer's duties hereunder. The compensation (including fringe benefits) of all employees of Facility Servicer shall be determined solely by Facility Servicer. Owner shall be responsible for the reimbursement of Facility Servicer for all compensation (including fringe benefits) payable to such employees and shall be responsible for local, state and federal taxes and assessments (including, without limitation, social security taxes, unemployment insurance and worker's compensation insurance) incident to the employment of such personnel. Such compensation and expenses (but excluding those attributable to the Facility Supervisor) shall be paid to Facility Servicer from the Operating Account and shall be deemed Maintenance Expenses of the Facility.

(f.) In performing its services under this Service Agreement, Facility Servicer may rely on directions, consents and other communications from the Authorized Representative from time to time, and shall not be obligated to inquire into the authority of said party unless Facility Servicer receives a written notice from Owner designating a new Authorized Representative.

(g) Facility Servicer, upon not less than 60 days written notice to Owner, may terminate this Service Agreement effective upon the first day of a calendar month.

4. Facility Budgets. At least 60 days before the first day of each Fiscal Year during the Term, Facility Servicer shall deliver to Owner for its approval a budget for the Facility (a "Facility Budget") for the next calendar year

actually collected, but excluding interest on investments, discounts and dividends on insurance, insurance proceeds, security deposits, condemnation proceeds, sale proceeds (unless they are payments under the Installment Purchase Agreement) or refinancing proceeds, if any; and

(c.) At all times, regardless of the status of the Installment Purchase Agreement, an amount equal to four and one-half percent (4.5%) of the aggregate of:

(i) all Maintenance Expenses paid from the operating account for the Facility during the preceding calendar month, except that for purposes of the calculations set forth in this sub-clause (c)(i) only, Maintenance Expenses shall not include the Facility Servicer Fee, and

(ii) all Facility Servicer disbursements (other than Maintenance Expenses and other than disbursements from the Capital Reserve Account) for maintenance or management of the Facility or for repairs, additions, alterations or capital improvements to any Facility incurred during the preceding calendar month, and

(d) In no event shall Facility Servicer be entitled to duplicate payments for any portion of the Facility under both clauses (a) and (b).

Notwithstanding the foregoing, in the event of fire or other casualty to the Facility which causes the State to relocate all or substantially all of its equipment and personnel to another building, that portion of the Facility Servicer Fee referenced in paragraph 5 (a.)(1) and 5 (a.)(2) will abate. The abatement will start on the day the Facility is so vacated and will continue until such time that the Facility, or a reconstructed Facility or replacement building constructed is substantially re-occupied by the State.

The Installment Purchase Agreement is being used as a reference for the calculation of a portion of the Facility Servicer Fee. Facility Servicer is not a party to that instrument. Owner agrees not to make any modifications to the Installment Purchase Agreement, and agrees not to accept a voluntary termination of that agreement, in any way, which would reduce the total amount of the Facility Servicer Fee payable under the preceding clauses, or would delay its payment, or could otherwise frustrate this Agreement.

6. Disbursement of Funds.

(a.) Facility Servicer shall cause the following disbursements to be made from the Operating Account when due:

(i) the Facility Servicer Fee; and

substantially in the format of Exhibit B attached hereto, or in such other format as may be established by Facility Servicer and approved by Owner. Each Facility Budget shall estimate for such Facility the amount of those categories of Maintenance Expenses (including the Facility Servicer Fee) which will be incurred in the next fiscal year, together with a proposed "Capital Reserve Account" for that year. Owner shall provide Facility Servicer with its approval or disapproval thereof within 30 days after submission to it of the Facility Budget. In the event Owner fails to either approve or disapprove any Facility Budget within said 30 day period, then the approval of Owner shall be deemed to have been given. In the event Owner expressly disapproves of the Facility Budget within the said 30 day period, then the written notice of disapproval of Owner shall set forth the reasons of Owner for such disapproval. Within ten days after receipt of such notice of disapproval, Facility Servicer shall provide Owner with an amended and modified Facility Budget. The review and approval procedures set forth herein shall apply to all such re-submittals. Facility Servicer and Owner agree that in the budgeting process, Facility Servicer will advise Owner, and Owner will take into account, the various facts and circumstances forming the basis for any given line item in the proposed Facility Budget; provided, however, that in the event the parties cannot agree on the Facility Budget, the final determination of Owner with respect thereto shall be conclusive and binding upon Facility Servicer. The Facility Servicer Fee has been established at the outset of this Agreement, and does not require any subsequent approvals from Owner in the annual budgeting process.

5. Facility Servicer Fee. In consideration of the services performed by Facility Servicer, Owner shall pay to Facility Servicer in advance on the first day of each month during the Term a "Facility Servicer Fee" equal to the following:

(a.)

(1) For the first twenty-four months during which the Installment Purchase Agreement is in effect, the sum of Nine Thousand Seven Hundred Eighty-eight and 41/100's Dollars ($9,788.41), or

(2) At all times other than the first twenty-four months during which the Installment Purchase Agreement in effect, the sum of Ten Thousand Nine Hundred Eighty-one and 04/100's Dollars ($10,981.04).

(b.) At all times during which the Installment Purchase Agreement is not in effect for any reason whatsoever, four and one-half percent (4.5%) of the "Gross Collections" collected during the preceding calendar month. "Gross Collections" means all rents including (without limitation) rents payable under Leases and all late payment fees and termination fees, if any thereunder, and all other income derived from the ownership and operation of the Facility and

(ii) all other Maintenance Expenses; and

(iii) disbursements from the Capital Reserve Account; and

(iv) Facility Servicer shall cause any amounts remaining in the Operating Account and not budgeted as a Maintenance Expense to be accounted for in the following year's budget.

(b) If the balance in the Operating Account is at any time insufficient to pay any amount due and payable under this Service Agreement, then Facility Servicer shall so advise Owner and Owner shall promptly deposit the deficiency in the Operating Account. If the balance in the Operating Account is not sufficient for payment of all or any part of any amount due under this Service Agreement during the calendar year in which such payments become due and payable, Facility Servicer shall have the right, but shall not be obligated, to advance such payments. If Facility Servicer advances any portion of such payments for which Owner is responsible or liable under this Service Agreement, then Owner shall pay Facility Servicer within ten days after notification an amount equal to the sum of such payments advanced and the costs incurred by Facility Servicer in making such advance.

7. Records and Reports.

(a.) Facility Servicer shall keep true, complete and up-to-date records of the leasing, operation and maintenance of the Facility. Facility Servicer shall furnish to Owner copies of all contracts and agreements related to the Facility.

(b.) At all times during the Term, Facility Servicer shall maintain, at its expense, in accordance with generally accepted accounting principles complete books, records and accounts that accurately reflect all receipts from the Facility, all Maintenance Expenses and all other expenditures. Said books, records and accounts shall be available to Owner and its representatives for examination, inspection and audit.

(c.) Facility Servicer shall furnish to Owner such information as Owner may request regarding the financial, physical, or operational condition of the Facility.

(d.) On or before the twenty-fifth day of each month during the Term, Facility Servicer shall deliver to Owner a statement of receipts and of Maintenance Expenses and other disbursements incurred during the previous month, a schedule of accounts receivable and payable and reconciled bank statements for the Operating Account as of the end of the previous monthly period.

9. Insurance. Owner shall advise Facility Servicer of the insurance coverage to be obtained with respect to the Facility and their operations, and Facility Servicer shall use its best efforts to cause such insurance to be obtained and to be kept in effect during the Term; provided, however, that Facility Servicer shall not be responsible if such insurance is not obtained because it is not available at commercially reasonable rates or if the funds in the Operating Account are insufficient to pay the premiums therefor. Insurance premiums shall be paid from the Operating Account and shall be deemed Maintenance Expenses. All insurance shall be placed with such insurance companies licensed to do business in Illinois and shall provided such scope of coverage, endorsements and minimum limits of liability as are acceptable to Owner and Facility Servicer. Facility Servicer shall be a named insured under all public liability insurance policies affecting the Facility and there shall be a waiver of the right of subrogation from the insurer with respect to Facility Servicer under all casualty insurance policies.

Any insurance policy issued pursuant to this Section shall provide that Facility Servicer and Owner shall be notified of any proposed cancellation of such policy 30 days prior to the date set for cancellation. The proceeds under such insurance shall be payable to Owner and Facility Servicer, as their interests may appear under the terms and provisions of this Service Agreement.

In the event of any loss, damage, injury or accident involving any Facility, the Owner shall promptly provide or cause to be provided to Facility Servicer written notice thereof and make available or cause to be made available to Facility Servicer all information and documentation relating thereto.

9. Notices. All notices to be given under this Service Agreement shall be in writing and mailed by certified mail return receipt requested to the other party at its address set forth below or at such address as such party may provide in writing from time to time.

If to Facility Servicer: Alter Asset Management, L.L.C.,
1980 Springer Drive
Lombard, IL 60148-6404
Attn.: Mr. Samuel F. Gould

or if to Owner, as Current Owner
LaSalle Bank, not personally but as Trustee
Under Trust #108540 dated 9/21/84
135 South LaSalle Street
Chicago, IL 60674
Attn: Trust Department

Any such notice shall be deemed to have been received five days subsequent to mailing. Subsequent Owner(s) shall notify Facility Supervisor of an appropriate address for notices in connection with the delivery of documents establishing such party as a subsequent Owner under Section 10.

10. Successors and Assigns.

(a.) Without prior written consent of Owner, which consent shall not be unreasonably withheld or delayed, Facility Servicer shall not assign, transfer or convey this Service Agreement or any interest herein without the consent of Owner except to (a) an affiliate of Facility Servicer or to a successor corporation or other business entity into or with which Facility Servicer shall be merged or consolidated or to which substantially all of Facility Servicer's assets may be transferred, or (b) Pacific Management, Inc. an Illinois Corporation.

An "affiliate" of Facility Servicer means (i) a corporation or other entity a majority of the voting power in which is controlled, directly or indirectly, by Facility Servicer or a majority of the shareholders of Facility Servicer, (ii) a corporation or other entity which controls, directly or indirectly, a majority of the voting power in Facility Servicer, or (iii) a corporation or other entity a majority of the voting power in which is controlled, directly or indirectly, by a person, corporation or other entity which also controls, directly or indirectly, a majority of the voting power of Facility Servicer.

(b.) If all or any portion of any Facility or any interest therein is voluntarily or involuntarily transferred in any manner (other than possessory interests to Tenants) during initial ten (10) years of the Term, (i) Owner shall not be relieved of its duties and obligations under this Service Agreement, (ii) no such transfer shall be effective unless and until such assignee (other than an assignee who provides a loan and for whom such assignment is a security device only) assumes the obligations and duties of Owner hereunder, and (iii) if less than all of the then Facility are affected, this Service Agreement shall be deemed to be divisible, and shall continue in effect as to each of the respective owners of their respective portions of the Facility. Upon an assumption described in the foregoing sub-clause (ii), or a division under the foregoing sub-clause (iii) and so long as the successor owner observes this Service Agreement as it applies to its portion of the Facility, the assigning Owner shall be relieved of further duties and obligations under this Service Agreement. Notwithstanding the foregoing, nothing in this paragraph 10. (b.) shall negate the provisions of the Acknowledgement.

(c.) As stated in the Preliminary Statement to this Agreement, the State may acquire replacement Facility for those portions of the Facility which are damaged, destroyed or condemned. It is the intent of the parties that Facility Servicer be afforded the right to manage such replacement Facility on the same terms and conditions as provided in this Agreement. Owner on its own behalf

and on behalf of the from time to time successor owner(s) of the Facility agrees to provide timely notice to Facility Servicer of any such replacement, and afford the opportunity described in this clause (c.). Nothing in this clause (c.) shall be deemed to permit a termination of this Agreement with respect to any portion of the Facility which is damaged, destroyed or condemned in the absence of a substitute service agreement with Facility Servicer for the replacement Facility.

(d.) It is the intent of the parties that covenants, agreements and obligations to be performed by Owner hereunder shall be binding upon Owner and its successors and assigns who become owners of any Facility during the Term, including (without limitation) all of the parties described in the Preliminary Statement to this Agreement. As stated in the Preliminary Statement, except after the initial ten (10) years of the Term where the State pre-pays the Installment Purchase Agreement using General Obligation bonds or cash, this intent is being evidenced by, among other things, the separate acknowledgment of the State which is the ultimate owner of the Facility under the Installment Purchase Agreement.

(e.) Subject to the foregoing provisions of this Section 10, this Service Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

11. Defaults. If either party materially defaults for a consecutive period of more than 60 days in observing or performing any of its material obligations under this Service Agreement, it shall be considered to be in default. If such default is not cured in accordance with the further provisions of this Section 11, then at any time after the expiration of the applicable cure period and while such default is continuing, the non-defaulting party shall have all rights and remedies available to it at law or in equity for such default. Notwithstanding the foregoing, (a.) no default shall be deemed to have occurred in the absence of notice from the other party specifying the alleged default in reasonable detail, (b.) no default shall be deemed to have occurred if the default cannot reasonably be cured within the said 60 day period unless the party responsible for the cure has failed to commence the cure within that period and thereafter has failed to use reasonable diligence and good faith to cure the alleged default, and (c.) Facility Servicer shall not be deemed to be in material default at any time when its inability to observe or perform its duties or obligations under this Service Agreement is based on a lack of sufficient funds in the Operating Account to pay Maintenance Expenses or other costs. No such material default by Facility Servicer shall be deemed to have occurred unless the alleged acts or omissions by Facility Servicer have been so determined by arbitration in accordance with the American Arbitration Association Commercial Arbitration rules. The failure to pay money shall neither require a notice under the forgoing clause (a.) nor allow an extension of the cure period under the foregoing clause (b.).

12. The Facility Servicer understands that the Facility will be occupied by a Tenant other than the Owner. The Owner has agreed to immediately forward any notice of alleged default presented by the Tenant. Facility Servicer will immediately investigate any alleged default of which it receives notice, including any written complaints for the Tenant.

13. Section Headings; Preliminary Statement. All section headings contained in this Service Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Service Agreement. The Preliminary Statement is incorporated into the Terms and Conditions of this Service Agreement.

14. Governing Law. This Service Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Illinois.

15 Indemnity.

(a) Except for any gross negligence of Facility Servicer or any willful or fraudulent act or omission of Facility Servicer in breach of this Service Agreement, the Owner agrees to defend, indemnify and hold harmless the Facility Servicer, its officers, employees and agents from and against all costs, claims, expenses (including payment for court costs and reasonable attorney's fees) including, without limitation, injury or damages to persons or property occurring in, on or about the Facility and violations, or alleged violations, of any law, ordinance, regulation, or order or any governmental authority regarding the Facility.

(b) Facility Servicer agrees to defend, indemnify and hold harmless the Owner from any costs, claims, expenses (including reasonable attorney's fees), damages or liability caused by reason of any gross negligence of Facility Servicer or any willful or fraudulent act or omission of Facility Servicer, its officers, employees or agents in breach of this Service Agreement provided however, Facility Servicer, its officers, employees and agents shall not be liable for any error in judgement or for any mistake in fact or law, or for anything which any of them may reasonable do or refrain from doing in the diligent pursuit of their duties or activities hereunder, except in the case of gross negligence, willful or fraudulent acts or omissions in breach of this Service Agreement.

16. Entire Agreement; Severability; Waiver; Amendment. This Service Agreement, which includes all Exhibits and other attachments hereto, and other documents or instruments executed by Owner and Facility Servicer in connection herewith, constitutes the entire agreement between the parties with respect to the management and servicing of the Facility, and this Service Agreement shall not be modified, amended, altered, or changed except with the written consent of both Owner and Facility Servicer. Any provision of this Service Agreement found

to be prohibited by law or deemed inoperative at any time shall be ineffective to the extent of such prohibited without invalidating the remainder of this Service Agreement. The waiver by either party hereto of any breach by the other party of any term or condition hereof shall not operate as a waiver of any subsequent breach thereof.

17. Time. Time is of the essence of this Service Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties have executed this Service Agreement by their authorized signatories as of the date first written above.

FACILITY SERVICER:

ALTER ASSET MANAGEMENT, L.L.C.
by: 18-Chai Company
L.L.C. its Manager

By: _____

Name: Lawrence Freedman

Title: V.P.

CURRENT OWNER:

LaSalle Bank, National Association not personally, but as Trustee under a Trust Agreement dated September 21, 1984 and known as Trust #108540

By: Nancy A. Carlin

Name: Nancy A. Carlin

Title: Assistant Vice President

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, in the exercise of the power conferred upon said association by the terms of said Trust Agreement, all the terms, provisions, stipulations, covenants and conditions to be performed by said association are undertaken by said association only as Trustee, as aforesaid, and not individually, and no personal liability or personal responsibility is assumed by or shall be asserted against said association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

Exhibit "A"

Property Description

Exhibit "B"

Facility Budget

Exhibit "C"
ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made for good and valuable consideration by THE STATE OF ILLINOIS, acting by THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES for the benefit of THE ILLINOIS DEPARTMENT OF TRANSPORTATION as purchaser ("Purchaser") under the Installment Purchase Agreement dated as of November 1, 1999 (the "Installment Purchase Agreement") with LaSalle Bank, not personally, but as Trustee under a Trust Agreement dated September 21, 1984 and known as Trust #108540 ("Seller"). The Installment Purchase Agreement pertains to an office building located in Schaumburg, Illinois at 201 Center Court (the "Facilities").

Purchaser acknowledges that it has entered into the Installment Purchase Agreement with Seller, and that Seller has previously entered into a certain Management Agreement dated _____, 1999 with Alter Asset Management, Inc. for the Facilities (the "Management Agreement").

Purchaser is executing and delivering this Acknowledgment solely for the purpose of evidencing its agreement (subject to "Appropriations" defined below) to be bound by all of the provisions of the Management Agreement to the extent they bind or benefit the owner of the Facilities, and to make the payments required from such owner thereunder (collectively, the "Undertakings").

Purchaser's Undertakings are subject to appropriation of funds therefor by the Illinois General Assembly, or the availability of funds held by LaSalle National Bank Association a fiscal agent, and its successors, if any (the "Fiscal Agent"), appointed in connection with participations issued by the Seller to finance the development of the Facilities under the Installment Purchase Agreement (in either case, "Appropriations"). In addition, the remedies for failures to perform the Undertakings shall be governed by the Management Agreement provided that they do not conflict with this Acknowledgment or agreements with the Fiscal Agent.

Except as provided herein, non-appropriation shall be deemed to occur if on the date (including any applicable grace period) on which the first payment of "Maintenance Expenses" in a "Fiscal Year" comes due, there has not been enacted into law appropriations of funds for the payment of the entire amount of Maintenance Expenses determined by the Fiscal Agent or the State Designee, as applicable, to be due during such Fiscal Year under the approved "Facilities Budget". (Terms enclosed in quotation marks have the meanings ascribed to them in the Management Agreement.) Notwithstanding the foregoing, non-appropriation shall not be deemed to have occurred if the Illinois General Assembly is still in session and general appropriations to the agency or agencies occupying the Facilities at the time are not yet determined.

Purchaser agrees that it will use its best efforts to cause the State and the agency or agencies occupying the Facilities to do all things lawfully in their power to request, pursue and obtain Appropriations, including requesting that the Governor include such funds in the Executive Budget and in supplemental appropriations.

At any time when the Purchaser, the State or any department or agency of the State (collectively, the "State Group") owns the Facilities, and provided that no member of the State Group is able to occupy the Facilities, such owner may terminate the Management Agreement concurrently upon the sale and transfer of all of the Facilities provided that (a.) the transferee is a third party purchaser directly and indirectly unrelated to the State Group and its members, (b.) all sums payable by Purchaser under the Installment Purchase Agreement have been fully paid through the date of sale and transfer, and (c.) all sums due the manager under the Management Agreement have been fully paid including any thereof calculated with reference to payments described in the preceding clause (b.). The State Group shall exercise this termination right by giving the manager under the Management Agreement no less than one hundred eighty days' prior written notice.

Provided however, should the State prepay the Installment Purchase Agreement in full after the first ten (10) years of the Installment Purchase Agreement the State may terminate the Service Agreement without penalty at its option not earlier than thirty (30) days after that prepayment is made, provided that all sums due manager under the Service Agreement are fully paid to the date of termination.

Dated this _____ day of ____, 19__.

THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES for the benefit of THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: Michael J. Schmitz

Title: 36

THE DEPARTMENT OF TRANSPORTATION

By: _____

Title: Secretary

LMF:IKF:ASSIGNPACIFIC

ASSIGNMENT

FOR VALUE RECEIVED, effective this day, the undersigned hereby assigns, transfers, and sets over unto **PACIFIC MANAGEMENT, INC.**, an Illinois corporation, all of the undersigned's right, title and interest into a certain Service Agreement dated November 23, 1999, a copy of which is attached hereto.

Dated: November 23, 1999

ALTER ASSET MANAGEMENT, L.L.C., a Delaware limited liability company,

BY: 18-CHAI CORP., an Illinois corporation, its Manager,

BY: _____
LAWRENCE M. FREEDMAN
Vice President

ACCEPTANCE

The undersigned hereby accepts the foregoing Assignment and hereby assumes each and every obligation of Assignor under the Service Agreement which is the subject of this Assignment.

PACIFIC MANAGEMENT, INC., an Illinois corporation,

BY: _____
Sr Vice President

EXHIBIT A
LEGAL DESCRIPTION OF FACILITIES

Phase I Site

Lot 1 in Schaumburg Technological Center Resubdivision No. 2; in Fractional Section 3, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois; also described as: all of Lot 12 in the Tollway Center of Schaumburg Unit 1, being a Resubdivision of Lot 1 and Part of Lot 2 in Highland Woods Industrial Center in Fractional Section 3, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded November 4, 1982 as Document 26400990 and registered November 4, 1982 as Document LR3281084; together with that part of Lot 2 in Highland Woods Industrial Center, being a subdivision of part of the Fractional Section 3, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document 25398072, described as follows:, Beginning at the point of intersection of the West Line of said Lot 2 with a Line 325.22 Feet, as measured at right angles, South of and Parallel with the North Line of said Lot 2, said point of beginning being also the Southwest Corner of Lot 12 in the Tollway Center of Schaumburg Unit 1, aforesaid, thence North 90 Degrees 00 Minutes 00 Seconds East along said Line Parallel with the North Line of said Lot 2, said Parallel Line being also the South Line of Lot 12 in Tollway Center of Schaumburg Unit 1, aforesaid, 262.14 Feet to the West Line of Center Court (formerly known as Goede Drive); said Point being also the Southeast Corner of Lot 12 in the Tollway Center of Schaumburg Unit 1, aforesaid, thence South 00 Degrees 00 Minutes 00 Seconds West along said West Line of Center Court, 60.78 Feet to a point of curvature in said West Line; thence Southeasterly along the Southwesterly Line of said Center Court, being a Curved Line Convex Southwesterly, having a Radius of 163.0 Feet and being tangent to said last described line at said last described point, an arc distance of 247.42 Feet to a point of tangency (the Chord of said Arc bears South 43 Degrees 29 Minutes 04 Seconds East, 224.34 Feet); thence South 86 Degrees 58 Minutes 07 Seconds East along the South Line of Center Court 126.85 Feet; thence South 00 Degrees 12 Minutes 04 Seconds West, 265.89 Feet to the Southerly Line of said Lot 2; thence North 80 Degrees 54 Minutes 39 Seconds West along the Southerly Line of said Lot 2, 550.61 Feet to the Southwest Corner of said Lot 2; thence North 00 Degrees 12 Minutes 04 Seconds East along the West Line of said Lot 2, 409.17 Feet to the place of beginning, in Cook County, Illinois.

Phase 2 Site

Lot 2 in Highland Woods Industrial Center, in Fractional Section 3, Township 41 North Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded as Document 25398072 (excepting therefrom Lot 19 in the Tollway Center of Schaumburg Unit 1, being a Resubdivision of Lot 1 and part of Lot 2 in Highland Woods Industrial Center according to the Plat thereto recorded November 4, 1982 as Document 26400990) and (also excepting Lot 1 in Schaumburg Technological Center Resubdivision No. 2 in Fractional Section 3, Township 41 North, Range 10 East of the Third Principal Meridian according to the Plat thereof recorded March 11, 1986 as Document 86098937) in Cook County, Illinois.

Installment Purchase Agreement – Sangamo Building (EPA) – Springfield

INSTALLMENT PURCHASE AGREEMENT

This Installment Purchase Agreement made and entered into as of April 1, 1996, by and between LGG Realty Investment Co., an Illinois general partnership, as seller ("Seller"), and the State of Illinois, acting by The Department of Central Management Services for the benefit of The Illinois Environmental Protection Agency, as purchaser ("Purchaser").

W I T N E S S E T H:

WHEREAS, Purchaser desires to enter into an arrangement for the installment purchase of certain land, buildings and related facilities legal title to which is or will be held by or on behalf of Seller; and

WHEREAS, the State of Illinois, acting by and through its Department of Central Management Services ("CMS") is authorized by law to provide for the installment purchase of land, buildings and related facilities for various agencies and commissions of the State of Illinois; and

WHEREAS, Purchaser wishes to purchase certain land, buildings and related facilities from Seller and Seller wishes to sell certain of such facilities to Purchaser; and

NOW, THEREFORE, in consideration of the moneys to be paid hereunder and the covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. Certain Defined Terms. Capitalized terms defined in the Fiscal Agent Agreement shall, for purposes of this Agreement, have the meanings set forth in the Fiscal Agent Agreement. In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings given below unless the context clearly requires otherwise:

"Acceptance Certificate" means a certificate substantially in the form of Exhibit B to this Agreement.

"Acceptance Date" means, with respect to each Phase, the date on which the Purchaser delivers a signed Acceptance Certificate with respect to such Phase.

"Additional Installment Payments" means the payments required to be made pursuant to Section 4(c) hereof.

"Administrative Expenses" means the reasonable annual fees and expenses of the Fiscal Agent and the Successor Seller as provided in the Fiscal Agent Agreement.

"Advance Installment Payments" means the payments of Base Installment Payments permitted to be made by Purchaser pursuant to Section 4(j) hereof.

"Agreement" means this Installment Purchase Agreement, as amended or supplemented from time to time.

"Assignment Closing Date" means the Assignment Closing Date referred to in Section 32(a) hereof.

"Authorized Representative," means the Director, Chairman or Administrator of CMS or his written designee.

"Base Installment Payments" means the Base Installment Payments required to be made pursuant to Section 4(b) hereof.

"Business Day" means any day other than a Saturday, Sunday or day upon which banks in the State of Illinois are authorized or required to be closed.

"Construction Documents" means all contracts, agreements, and other documents relating to the construction of the Facilities, including, but not limited to, all designs, warranties, drawings and specifications which establish the scope of the architecture to be constructed, the standard of quality for materials, workmanship, equipment, and construction systems, and the studies and other technical reports prepared in the course of the practice of architecture.

"Civil Administrative Code" means An Act in relation to the civil administration of State government, and to repeal certain acts therein named, approved March 7, 1917, as amended (20 ILCS 5/1, et seq.).

"CMS" means the Department of Central Management Services of the State of Illinois.

"Code" means the Internal Revenue Code of 1986, as from time to time amended.

"Credit Facility" or "Credit Facilities" means (i) an unconditional and irrevocable letter of credit in form and drawn on a bank or banks acceptable to the Insurer, (ii) a surety bond or bonds issued by an insurance or surety company or companies acceptable to the Insurer, (iii) cash, (iv) a certified or bank check drawn on a bank approved by the Insurer, or (vi) any other credit facility similar to the foregoing in purpose and effect, which is approved by the Insurer.

"Event of Default" means the occurrence of any of the events set forth in Section 21 of this Agreement.

"Executive Budget" means the constitutionally mandated annual submission of the Governor of the State of Illinois to the Illinois General Assembly containing the Governor's recommended program, expressed in dollar terms, for a forthcoming Fiscal Year.

"Facilities" means the Phase I Facilities, the Phase II Facilities and the Phase III Facilities sold to Purchaser pursuant to this Agreement and described in Exhibit A to this Agreement and in the Construction Documents, as the same may from time to time be amended in accordance with this Agreement, and any replacement facilities as provided by Section 15 hereof.

"Final Acceptance Date" means December 31, 1997 unless such date is extended pursuant to Section 2(a) hereof.

"Finance Act" means an Act in relation to State finance, approved June 10, 1919, as amended (30 ILCS 105/1, et seq.).

"Fiscal Agent" shall mean LaSalle National Trust, N.A., acting as fiscal agent under the Fiscal Agent Agreement.

"Fiscal Agent Agreement" means the Fiscal Agent Agreement between the Original Seller and the Fiscal Agent, dated as of April 1, 1996, entered pursuant to and for the purposes set forth in Section 32(a) hereof.

"Fiscal Year" means the fiscal year of the State commencing on July 1, or such other period of time hereafter adopted by the State as its fiscal year.

"Installment Payment Date" means each of the dates set forth in Exhibit E hereto for payment of Base Installment Payments.

"Installment Payments" means the Base Installment Payments, the Additional Installment Payments, and other payments due under this Agreement during the Term.

"Insurer" means MBIA Insurance Corporation, a stock insurance company incorporated under the laws of the State of New York and its successors and assigns.

"Original Seller" means LGG Realty Investment Co., an Illinois general partnership, and its successors and assigns.

"Permitted Encumbrances" means this Agreement, the Seller Assignment, the Fiscal Agent Agreement and as of any particular time:

(a) liens for taxes and charges which are not then delinquent, or if then delinquent are being contested in accordance with Section 5(c)(i) of this Agreement;

(b) utility, access and other easements and rights-of-way, restrictions and exceptions which will not materially interfere with or materially impair the use of the Facilities;

(c) such minor defects and irregularities of title as do not materially adversely affect the value of the Facilities or materially impair the property affected thereby for the purpose for which it is used by the State;

(d) zoning laws, including laws limiting the use of the Facilities or any part thereof to State purposes, and similar restrictions which are not violated by the Facilities;

(e) all right, title and interest of the State, municipalities and the public in and to tunnels, bridges and passageways which are a part of the Facilities and which are in, over, under or upon a public way;

(f) such other liens, encumbrances, covenants, conditions, easements, permits, powers, options and restrictions as are set forth in title report No. _____, effective _____, issued by Stewart Title Guaranty Company, relating to the Facilities, except that such items shall not be Permitted Encumbrances unless approved or otherwise released or indemnified against to the Purchaser's satisfaction pursuant to Section 3 hereof; and

(g) mortgages, security interests or liens granted or incurred by Seller or any subcontractor or supplier of Seller and which are removed or released to the satisfaction of the Purchaser on or before the Acceptance Date.

"Phase" means the Phase I Facilities, the Phase II Facilities or the Phase III Facilities.

"Phase I Facilities" means the Facilities on the Phase I Site described in Appendix A hereto.

"Phase II Facilities" means the Facilities on the Phase II Site described in Appendix A hereto.

"Phase III Facilities" means the Facilities on the Phase III Site described in Appendix A hereto.

"Purchaser" means the State of Illinois acting by The Department of Central Management Services for the benefit of The Illinois Environmental Protection Agency.

"Retained Rights" means the Seller's rights under this Agreement which are not sold and assigned to the Fiscal Agent pursuant to the Seller Assignment, including (i) the Seller's right to have the Facilities of each Phase accepted for occupancy under Section 2(a) hereof, (ii) the Seller's rights under the Construction Documents, (iii) the Seller's rights under Section 3 hereof, (iv) the Seller's rights under Section 7(b) hereof, (v) the Seller's rights under Section 7(c) hereof, (vi) the Seller's rights to title to or beneficial ownership interests in the Facilities, (vii) the Seller's rights to notices, costs, reimbursements, fees and expenses, and (viii) the Seller's rights under other sections hereof as are necessary to enable the Seller's construction lender to enforce, prior to the Acceptance Date for any Phase, its mortgage and its other collateral and security interests granted with respect to such Phase pursuant to its loan documents; provided, however, that "Retained Rights" shall not include the right to receive or enforce the payment of Installment Payments or any rights which, if retained by the Seller, would impair or otherwise affect the payment or enforcement of payment of Installment Payments to the Fiscal Agent.

"Seller" means, with respect to each Phase, at all times prior to the Acceptance Date for such Phase, the Original Seller and, at all times from and after the Acceptance Date for such Phase, the Successor Seller.

"Seller Assigned Rights" means the Seller's rights under this Agreement other than Retained Rights.

"Seller Assignment" means a written instrument, substantially in the form of Exhibit C hereto, evidencing the Original Seller's sale and assignment of the Seller Assigned Rights to the Fiscal Agent pursuant to Section 32(a) hereof.

"Specifications" means the Agency Programmed Requirements for the Facilities between the Original Seller and the Purchaser.

"Successor Seller" means Public Asset Services Corp., an Illinois not for profit corporation, and its successors and assigns.

"Term" means the period commencing on the Assignment Closing Date and ending on June 30, 2017 or on such later date as all Installment Payments shall have been paid in full.

2. Acquisition of Facilities.

(a) The Purchaser shall accept each Phase of the Facilities for occupancy upon (i) the issuance of a temporary or permanent certificate of occupancy by the City of Springfield, Illinois, provided that in the case of a temporary certificate none of the remaining items or conditions to be satisfied relate to health, safety or other conditions that would result in denial of a permanent certificate of occupancy, (ii) the receipt by the Successor Seller and the Fiscal Agent of the assignments and releases described in Section 32(c) hereof with respect to such Phase, and (iii) the receipt by the Successor Seller and the Fiscal Agent of the title documents and related instruments described in Section 9 hereof with respect to such Phase. Each such acceptance shall be evidenced by an Acceptance Certificate executed by Purchaser and delivered to the Original Seller, the Successor Seller and the Fiscal Agent not later than the Final Acceptance Date specified in the definition thereof; provided, however, that the Final Acceptance Date may be extended to one or more subsequent dates at the request of the Original Seller, with the prior written consent of the Purchaser and the Insurer, upon the delivery to the Fiscal Agent of such additional or substitute Credit Facilities as the Insurer may require. In the event such acceptance of any Phase of the Facilities does not occur on or before the Final Acceptance Date, as extended from time to time, the Fiscal Agent shall be required to mandatorily prepay the Base Installment Payments in accordance with Section 3.16(b) of the Fiscal Agent Agreement. Within 48 hours of initial occupancy of any Phase of the Facilities, the Original Seller and Purchaser shall jointly inspect such Phase and prepare a "punch list" of incomplete items to be completed by the Original Seller within a reasonable time thereafter. The Original Seller shall provide a permanent certificate of occupancy as soon as practicable after issuance of a temporary certificate. The Purchaser shall provide a supplemental "punch list" to the Original Seller and the Insurer within 30 days after occupancy encompassing all items not then completed except for latent defects. From and after the Purchaser's execution and delivery of an Acceptance Certificate for any Phase, the Installment Payments required under Section 4 hereof with respect to such Phase shall be payable from State-appropriated funds and other moneys held under the Fiscal Agent Agreement.

(b) Purchaser represents and warrants to Seller for purposes of this Agreement that:

(i) the Facilities are essential to the proper conduct of Purchaser's governmental functions; and

(ii) the selection, size, design and specifications of the Facilities as reflected in the

Specifications were determined by and are acceptable to Purchaser.

(c) Seller shall, at its sole expense, obtain all Construction Documents necessary to obtain all applicable building permits, occupancy and building certifications as determined by the local building permit issuing authority and prepared pursuant to the Illinois Architecture Practice Act of 1989 for the Work defined by the Specifications. The Construction Documents, when approved by CMS, shall become part of the Specifications and incorporated by reference herein. Purchaser shall, prior to the Acceptance Date for any Phase, furnish quarterly status reports on the construction of such Phase to the Insurer, in such detail as the Insurer shall reasonably request, not more than 30 days after the end of each calendar quarter.

Purchaser acknowledges and agrees that Seller and its construction lender and all assignees and grantees thereof, including the Fiscal Agent and the Owners of Participations, are entitled to rely upon the foregoing provisions.

3. Agreement to Purchase. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell the Facilities to Purchaser and Purchaser hereby agrees to purchase the Facilities from Seller. To the extent not prohibited by law, upon and during acquisition and construction of the Facilities, all rights granted to Purchaser by Seller under this Agreement shall vest in Purchaser, without any further action on the part of Seller. Seller's obligation to sell the Facilities to Purchaser hereunder is subject to the following conditions precedent: (a) Seller shall have acquired title to the Facilities free and clear of all liens, claims and encumbrances (other than Permitted Encumbrances) not later than the Assignment Closing Date; (b) Seller shall have obtained all necessary zoning, land use and environmental approvals not later than the Assignment Closing Date; and (c) the Assignment Closing Date shall have occurred. Purchaser's obligation to purchase the Facilities hereunder is subject to the condition that not later than the Assignment Closing Date all Permitted Encumbrances described in paragraph (f) of the definition thereof in Section 1 shall have been approved in writing by the Purchaser or otherwise released or indemnified against to the satisfaction of the Purchaser.

4. Installment Payments.

(a) During the Term, Purchaser agrees to pay Base Installment Payments, Additional Installment Payments, and other required payments in the amounts, at the times and in the manner set forth herein, such amounts constituting, in the aggregate, the total Installment Payments payable under this Agreement.

Installment Payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim or recoupment for any reason whatsoever; provided, however, that Purchaser's obligation to make Installment Payments is subject to the availability of lawful appropriations therefor; and, further provided, that, notwithstanding any other provision of this Agreement, Installment Payments for any Phase applicable to periods prior to the Acceptance Date for such Phase shall be payable only from amounts held by the Fiscal Agent for such purpose and not from State-appropriated funds, provided that if a wrongful delay in the occurrence of the Acceptance Date for such Phase is caused by the Purchaser, the Purchaser shall reimburse the Original Seller for any loss or damage resulting from such delay from State-appropriated funds other than funds appropriated to pay Installment Payments. In no other event shall Installment Payments for any Phase be payable from State-appropriated funds with respect to any period prior to the Acceptance Date for such Phase.

(b) Subject to Section 4(e) hereof, during the Term, Purchaser agrees to pay to Seller the Base Installment Payments as set forth in Exhibit E to this Agreement on the Installment Payment Dates set forth in such Exhibit, as the same may be revised pursuant to the Seller Assignment. As provided in Section 4(g) hereof, each Base Installment Payments obligation pursuant to Exhibit E hereto shall be reduced by the amount of funds held by the Fiscal Agent for that purpose; provided that Base Installment Payments applicable to periods prior to the Acceptance Date for any Phase shall be payable only from amounts held by the Fiscal Agent and not from State-appropriated funds, provided that if a wrongful delay in the occurrence of the Acceptance Date for such Phase is caused by the Purchaser, the Purchaser shall reimburse the Original Seller for any loss or damage resulting from such delay from State-appropriated funds other than funds appropriated by the General Assembly to pay Installment Payments. Subsequent to the Assignment Closing Date, each of the Base Installment Payments shall include principal and interest components as determined pursuant to the Seller Assignment and as set forth in a supplement to Exhibit E hereto.

(c) Subject to Section 4(e) hereof, Purchaser shall pay Additional Installment Payments consisting of the following:

(i) Any charges or taxes (state, local or federal), exclusive of taxes on or measured by Seller's income, imposed upon the ownership, leasing, rental, sale, purchase, possession or use of any Facilities sold pursuant to this Agreement provided that at its own expense Purchaser may contest the assessment of such charges and taxes until it obtains a final administrative or judicial determination of its liability for such charges or taxes unless the Facilities are encumbered by any levy, lien or other type of encumbrance because of Purchaser's failure to

pay such charges and taxes and any penalty or late charges are not deferred.

(ii) Any amount required to be paid pursuant to section 148(f) of the Code to the United States Government as a condition to the exclusion of the interest component of Base Installment Payments from the gross income of the recipients thereof for federal income tax purposes, to the extent not otherwise paid.

(iii) During the Term, the Purchaser agrees to pay as Additional Installment Payments Administrative Expenses relating to each Fiscal Year as estimated in a writing delivered by the Fiscal Agent and the Successor Seller to CMS and the Bureau not later than December 15 of the Fiscal Year immediately preceding the Fiscal Year in which such Administrative Expenses will be due and payable. Ordinary Administrative Expenses, as so estimated, shall be payable for such Fiscal Year on or before August 1 of such Fiscal Year against the Purchaser's receipt of invoices therefor and extraordinary Administrative Expenses shall be payable within 30 days after the submission of invoices therefor from time to time during such Fiscal Year. Administrative Expenses shall be paid to the Fiscal Agent for deposit in the Administrative Expense Fund.

(iv) The amounts of any operating, maintenance and insurance costs relating to the Facilities, as and when the same become due and payable.

(d) Subject to Section 4(e) hereof, amounts constituting Additional Installment Payments payable by Purchaser pursuant to Section 4(c)(i) and (ii) above shall be paid by Purchaser within thirty (30) days after certification from the Fiscal Agent, subject to the right of Purchaser to contest the assessment of any charges or taxes as provided in subparagraph (i) of Section 4(c) hereof.

(e) Purchaser's obligation to pay Additional Installment Payments shall not exceed the amounts appropriated therefor by the Illinois General Assembly or on deposit with the Fiscal Agent and available for such payment. If funds are not so appropriated or on deposit with the Fiscal Agent for payment of all or any part of the Additional Installment Payments during the Fiscal Year in which such Additional Installment Payments become due and payable, such Additional Installment Payments may be advanced by the Fiscal Agent at its option. If Fiscal Agent advances any portion of the Additional Installment Payments for which Purchaser is responsible or liable under this Agreement, Purchaser shall, to the extent funds are appropriated or on deposit with the Fiscal Agent therefor, pay the Fiscal Agent on the first Installment Payment Date in the next succeeding Fiscal

Year an amount equal to the sum of Additional Installment Payments advanced and the reasonable costs incurred by the Fiscal Agent in making such advance. Seller shall notify Purchaser in writing of the costs incurred in advancing Additional Installment Payments. For all Fiscal Years subsequent to that in which it is determined Purchaser is liable for Additional Installment Payments described in Section 4(c) of this Agreement, Purchaser shall budget for and will seek appropriation of funds for payment of such taxes and charges in accordance with Section 4(h) hereof.

(f) Amounts necessary to pay Base Installment Payments shall be deposited by Purchaser with the Fiscal Agent by federal funds wire transfer not less than fifteen (15) days prior to each Installment Payment Date set forth in Exhibit E hereto without the necessity of any notice, demand, invoice or voucher from the Fiscal Agent. Any amount necessary to pay Base Installment Payments or any portion thereof which is not so deposited shall remain due and payable until received by the Fiscal Agent.

(g) Anything in the foregoing paragraph to the contrary notwithstanding, the amount required to be paid by the Purchaser to fund the payment of Base Installment Payments to be made by Purchaser on each Installment Payment Date shall be reduced by the amount of funds available under the Fiscal Agent Agreement as a credit for such purpose, as specified in a notice from the Fiscal Agent to Purchaser not less than thirty (30) days prior to the applicable Installment Payment Date. The amount of each deposit required to be made pursuant to paragraph (f) of this Section 4, taking into account the amount of funds anticipated as of the Assignment Closing Date to be available as a credit pursuant to this paragraph (g), shall be set forth in a supplement to Exhibit D to this Agreement pursuant to the Seller Assignment. Anything in this Agreement to the contrary notwithstanding, in the event the amounts set forth in Exhibit D are not sufficient to fund the Base Installment Payments as of any Installment Payment Date applicable to any period subsequent to the Acceptance Date for any Phase, Purchaser shall, subject to appropriation by the Illinois General Assembly, immediately pay by federal funds wire transfer the additional amounts necessary to cover such deficiency upon notice thereof from the Fiscal Agent. Base Installment Payments shall be payable by federal funds wire transfer at the office of the Fiscal Agent or at such other place as the Fiscal Agent may from time to time designate in writing.

(h) Purchaser warrants that funds have been appropriated to pay all amounts due under this Agreement from State-appropriated funds through the end of the current Fiscal Year and that appropriate budget requests have been or will be made to the Governor for inclusion in the Executive Budget for funds to pay Installment Payments due under this Agreement from State-appropriated funds through the end of the Term and

Purchaser reasonably believes the Governor will include such amounts in the annual budget requests to the General Assembly. Such budget requests and inclusions in the annual budgets by the Governor may, at the sole option of the Purchaser, provide for payments of amounts equal to the Installment Payments by the Illinois Environmental Protection Agency, pursuant to Section 67.24(c) of the Civil Administrative Code (20 ILCS 405/67.24(c)), into the Facilities Management Revolving Fund established in the State Treasury pursuant to Sections 5.257 and 8.26-1 of the Finance Act (30 ILCS 105/5.257 and 30 ILCS 105/8.26-1) and from the Facilities Management Revolving Fund to the Fiscal Agent in accordance with this Agreement. Purchaser reasonably believes that funds will be appropriated to make all Installment Payments during the Term and hereby warrants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Installment Payments may be made, including requesting that the Governor include funds for such payment in the Executive Budget. It is Purchaser's intent to make Installment Payments for the Term if funds are lawfully appropriated therefor by the Illinois General Assembly and in that regard Purchaser represents that the use of the Facilities is essential to the proper, efficient and economic operation of the State. Purchaser acknowledges and agrees that Seller, the Fiscal Agent and the Owners of Participations are relying on and are entitled to rely on the foregoing warranty and statements of belief and intent for purposes of this Agreement and that Seller, the Fiscal Agent and the Owners of Participations are entitled to rely thereon.

(i) Purchaser may from time to time make Base Installment Payments in advance with respect to Facilities ("Advance Installment Payments") by depositing or causing to be deposited with the Fiscal Agent such Advance Installment Payments, together with a written notice thereof to the Fiscal Agent executed by an Authorized Representative of Purchaser, specifying the amount of such Advance Installment Payments. Advance Installment Payments so paid shall be credited against Base Installment Payments payable by Purchaser. Failure by Purchaser to make any Advance Installment Payments pursuant to this Section shall not constitute an Event of Default under Section 21 hereof.

(j) Purchaser hereby acknowledges that, subject to a collateral assignment of Seller's Retained Rights to Seller's construction lender, Seller intends to sell and assign all of its right, title and interest in, to and under this Agreement, including, without limitation, its rights to receive Installment Payments hereunder, to the Fiscal Agent pursuant to the Seller Assignment, the Fiscal Agent Agreement or otherwise, and Purchaser agrees to perform and honor all of its obligations and liabilities under this Agreement, including, without limitation, its obligation to make Installment Payments hereunder, which

obligations and liabilities shall, subject to the limitations set forth in Section 4(a) hereof, be absolute and unconditional and will not be subject to any setoff, defense, counterclaim or recoupment for any reason whatsoever and, without in any way limiting the generality of the foregoing, shall continue to be enforceable against Purchaser, notwithstanding (a) the commencement against or in respect of Seller of a proceeding under Title 11 of the United States Code (as now constituted or hereafter amended, the "Bankruptcy Code") or any other applicable federal, state or foreign bankruptcy or other similar law, (b) the winding-up or liquidation of the affairs of Seller, or any order or judicial decree requiring the same, (c) the appointment of a custodian, receiver, liquidator, assignee or trustee of or for Seller, or (d) the rejection of this Agreement by Seller or any debtor-in-possession or trustee of or for Seller under Section 365 of the Bankruptcy Code. Purchaser agrees that the Fiscal Agent is an express third party beneficiary of Purchaser's agreement described in the preceding sentence and that the Fiscal Agent shall be entitled to rely on such agreement.

5. Nonappropriation of Funds. If, at any time after the Acceptance Date for any Phase, sufficient funds are not lawfully appropriated by the Illinois General Assembly to the Purchaser, and other funds are not on deposit with the Fiscal Agent which are available for payment of Installment Payments due during any Fiscal Year, Purchaser will immediately notify the Fiscal Agent, the Insurer, the Seller and the Director of the Bureau of the Budget. Nonappropriation shall be deemed to occur if on the date (including the 15 day grace period provided in Section 4(f) hereof) on which the first payment of Base Installment Payments from State-appropriated funds in a Fiscal Year comes due there have not been enacted into law appropriations of funds for the payment of Base Installment Payments coming due during the Fiscal Year. In the event of such nonappropriation, on the first day following the Installment Payment Date on which the last payment of Base Installment Payments under the Agreement can be made in full from lawfully appropriated funds or funds on deposit with the Fiscal Agent, the rights and payment obligations of the Purchaser under the Agreement, including the obligation to pay Base Installment Payments, shall be subject to termination and cancellation; provided that such termination shall not apply to Base Installment Payment obligations for which sufficient funds have been lawfully appropriated by the Illinois General Assembly or are on deposit with the Fiscal Agent. In the event of such nonappropriation, Purchaser shall assist and cooperate with the Bureau of the Budget in seeking to obtain legally appropriated funds for Installment Payments hereunder. In the event of such nonappropriation, the Seller may, with the prior written consent of the Insurer, and shall, upon the written direction of the Insurer, exercise one or more of the remedies set forth in Section 22(a) through (e) hereof. In the event of such termina-

tion and cancellation, Purchaser agrees to surrender possession of all the Facilities peaceably to Seller on the date of such termination and cancellation and Seller will have all legal and equitable rights and remedies to take possession of all the Facilities and to sell, rent or otherwise dispose of all the Facilities as Seller determines. Purchaser acknowledges that Seller's rights to repossess and to sell, rent or otherwise dispose of the Facilities under this Agreement may be assigned to the Fiscal Agent, and Purchaser agrees that thereafter the Fiscal Agent shall be entitled to exercise all of such rights of Seller hereunder. Purchaser agrees that the nonappropriation provisions of this Section 5 are not intended to be used as a substitute for convenience termination or for the purpose of replacing Facilities with other like facilities.

6. Pecuniary Liability. This Agreement shall create pecuniary liability only to the extent of money legally appropriated to Purchaser for the performance of the terms hereof and no pecuniary liability on account thereof shall be incurred by the State beyond moneys legally appropriated for the purpose thereof.

7. Limitation on Warranties. (a) Purchaser acknowledges and agrees that the Facilities are of a size, design, and capacity selected by Purchaser and that except as provided in the Construction Documents Seller HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE FACILITIES IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF PURCHASER, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND, EXCEPT AS PROVIDED IN THE CONSTRUCTION DOCUMENTS, SELLER SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO PURCHASER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE FACILITIES AND THE MAINTENANCE THEREOF. EXCEPT AS PROVIDED IN THE CONSTRUCTION DOCUMENTS, THE PURCHASER SHALL NOT HAVE ANY RIGHT, CLAIM OR RECOURSE AGAINST THE SELLER OR THE FISCAL AGENT WITH RESPECT TO THE FOREGOING MATTERS.

(b) The Purchaser acknowledges, covenants and agrees that it is relying upon an environmental report with respect to any and all "Hazardous Substances" (as such term is hereinafter defined) as may be located on or under or as otherwise may be related to the Facilities. The Purchaser hereby assumes and covenants to undertake and discharge all liabilities of the Original Seller, the Original Seller's construction lender, the Successor Seller, the Fiscal Agent or the Purchaser arising from the following events or circumstances (other than events or circumstances occurring or existing prior to the Acceptance Date

for any Phase or caused by the Original Seller, the Original Seller's construction lender, the Successor Seller or the Fiscal Agent): (i) any condition that may be found to exist on, under or related to such Phase, or (ii) a determination that such Phase or any portion thereof violates any applicable Environmental Law (as such term is hereinafter defined), or (iii) the presence, use, generation, storage, release, threatened release, or containment, treatment, or disposal of any Hazardous Substances on, under or related to such Phase or (iv) any damage, loss, injury or occurrence arising out of ownership, use or operation of such Phase, including but not limited to environmental matters. Such liabilities include without limitation any losses, expenses or damages arising from any matters relating to the existence of Hazardous Substances on, under or related to such Phase. The covenants and agreements of Purchaser in this paragraph shall survive the closing and consummation of the transactions contemplated in this Agreement and shall remain in effect at all times thereafter; provided, however, that any obligations of the Purchaser under this paragraph shall be subject to appropriation of funds for such purpose by the Illinois General Assembly or the availability of moneys under the Fiscal Agent Agreement for such purpose. As used in this Agreement, the term "Hazardous Substance" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including asbestos, PCBs, petroleum products and by-products and raw materials which include hazardous constituents) or materials which are included under or are regulated by any Environmental Law. As used in this Agreement, "Environmental Law" shall mean any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, or pertaining to health or safety, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1986, the Resources, Conservation and Recovery Act, the Toxic Substances Control Act, the Illinois Environmental Protection Act, the Illinois Groundwater Protection Act, or similar state environmental laws or subsequent federal or state legislation of a similar nature which may be enacted from time to time, as any of the foregoing shall have been amended or shall be amended from time to time.

(c) The Original Seller hereby assigns to Purchaser, effective on the Acceptance Date for any Phase, the right to enforce any warranties, covenants, guarantees and indemnities, expressed or implied, against any subcontractor, vendor or supplier of materials, property or services in connection with such Phase, at Purchaser's expense, subject, however, to a reservation by the Original Seller of the right to independently enforce such rights. Nothing in this paragraph shall affect Purchaser's rights against the Original Seller under the Construction Documents.

8. Authority and Authorization. Purchaser represents and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep this Agreement in full force and effect; and (ii) it has complied with all requirements of law necessary to make this Agreement a valid obligation on its part. Seller acknowledges that CMS is a party to this agreement solely to fulfill its statutorily imposed mandate to facilitate acquisition of real property for the use of agencies and commissions of the State. Purchaser reserves the right to substitute a different agency or commission as the user of the Facilities upon the prior written consent of the Fiscal Agent and the Insurer with respect to Base Installment Payments. If said substitution occurs then in lieu of the user agency which is a party hereto, Seller agrees to look to said substituted agency for the undertakings of the user agency which is a party hereto.

Seller acknowledges that it has completed the Real Estate Disclosure Statement which is affixed to this Agreement as Exhibit F and that Purchaser may rely on the contents thereof.

Seller agrees to complete and execute Certifications substantially in the form of Exhibit G hereto and agrees that such Certifications shall be incorporated into this Agreement.

9. Title; Adjustments to Base Installment Payments. On or before the Assignment Closing Date, the Original Seller shall provide Purchaser with copies of all site acquisition documents, including, but not limited to, all title insurance policies and related documents pertaining to the real property to be conveyed hereunder for the approval of Purchaser, such approval not to be unreasonably withheld. On or before the Acceptance Date for any Phase, the Original Seller shall furnish evidence satisfactory to the Purchaser of its or its nominee's or designee's good and marketable fee simple title to the property described as constituting such Phase in Exhibit A, free and clear of all construction and other liens, claims, encumbrances, easements, and restrictions except Permitted Encumbrances and shall convey or cause to be conveyed all of its right, title and interest in such property to the Successor Seller or its nominee or designee. Thereafter, the Successor Seller or its nominee or designee will retain legal title to such Phase until (a) the Purchaser prepays the outstanding principal component of Base Installment Payments pursuant to Section 17 hereof, or (b) all payments of Base Installment Payments have been made or provided for, in each of which cases, the legal and beneficial ownership of the Facilities shall be promptly conveyed to and vested in the Purchaser if no Event of Default or event of nonappropriation has occurred and is continuing, or (c) an event of nonappropriation shall have occurred pursuant to Section 5 hereof or an Event of Default shall have occurred and is continuing, in which case the legal and beneficial ownership of the Facilities shall be

promptly conveyed to and vested in such person or entity as the Fiscal Agent shall direct.

10. Real Property. The Facilities are and will remain real property and will include personal property affixed to or a part of the real estate on which it may be situated, notwithstanding that the Facilities or any part thereof may be or hereafter become in any manner physically detached or removed from real estate or any building thereon.

11. Use; Repairs and Replacements. From and after the Acceptance Date for any Phase, Purchaser will use the Facilities of such Phase in a careful manner for the use contemplated and will take all reasonable steps to assure that such Facilities are operated solely by persons qualified and trained to do so and in compliance with all laws, ordinances, insurance policies and regulations relating to the use, maintenance and operation of the Facilities. From and after the Acceptance Date for any Phase, the Seller shall provide for management and maintenance of the Facilities of such Phase, subject to the approval of the Purchaser, and the Purchaser will pay all costs, claims, damages, fees and charges arising out of possession, use, management or maintenance of such Facilities. From and after the Acceptance Date for any Phase, except as provided in any warranties made or transferred to Purchaser, Purchaser shall be responsible for all interior and exterior replacements and repairs, including roof and structural repairs and replacements, at Purchaser's expense.

12. Alterations. Purchaser will not make any alterations, additions or improvements to the Facilities without the Seller's prior written consent, which consent shall not be unreasonably withheld; provided, however, that Purchaser may, without the Seller's consent, make such alterations, additions or improvements as enhance the fair market value of the Facilities or as do not change the character, essentiality or utility of the Facilities and may be readily removed without damage to the Facilities or diminution in the fair market value of the Facilities.

13. Location; Inspection. Following actual possession of the Facilities of any Phase by Purchaser and on reasonable notice Seller will be entitled to inspect such Facilities during reasonable business hours. Such right of inspection shall be subject to reasonable security arrangements.

14. Liens. Except as otherwise provided in this Agreement, Purchaser shall keep the Facilities or cause the Facilities to be kept free and clear of all liens and encumbrances except Permitted Encumbrances.

15. Risk of Loss; Damage; Destruction; Condemnation. From and after the Acceptance Date for any Phase, Purchaser

assumes all risk of loss of or damage to the Facilities of such Phase from any cause whatsoever, and no such loss of or damage to such Facilities, nor taking by condemnation thereof by governmental authorities, nor defect therein nor unfitness nor obsolescence thereof shall relieve Purchaser of the obligation to make Installment Payments or to perform any other obligation under this Agreement. In the event of damage, destruction or condemnation of the Facilities of any Phase after the Acceptance Date for such Phase, Purchaser will, at its option, (a) immediately restore the same to their prior condition and, if and when received, shall apply the proceeds of any insurance recovery to the costs incurred in making such repairs or cause the same to be so applied, or (b) replace such Facilities with facilities of equivalent value and usefulness in good repair as provided in Section 20 and cause such replacement facilities to become Facilities hereunder, or (c) direct the Fiscal Agent to prepay the Participations then Outstanding from and to the extent of proceeds of insurance, self-insurance or condemnation in accordance with Section 3.16(c) of the Fiscal Agent Agreement.

16. Insurance. With respect to the Facilities, the State shall, from and after the Acceptance Date for any Phase, either purchase and maintain, or cause to be purchased and maintained, commercial casualty insurance, such insurance to be satisfactory to the Insurer, including the perils of FIRE, LIGHTNING, WINDSTORM, HAIL, EXPLOSION, AIRCRAFT VEHICLES, SMOKE, RIOT, CIVIL COMMOTION, STRIKES OR OTHER LABOR DISTURBANCES, VANDALISM AND MALICIOUS MISCHIEF, TRANSPORTATION HAZARDS, THEFT, BURGLARY AND WATER DAMAGE, or be self insured with respect to such risks with such self insurance to be satisfactory to the Insurer. The State shall also purchase and maintain, or cause to be purchased and maintained, public liability and property damage insurance or be self-insured with respect to such risks, such insurance or self-insurance to be satisfactory to the Insurer. The Seller and the Fiscal Agent shall be named as additional insureds under any such casualty or liability insurance.

In the event of any loss, damage, injury or accident involving the Facilities, the State shall promptly provide or cause to be provided to Seller, the Insurer and the Fiscal Agent written notice thereof and make available or cause to be made available to Seller, the Insurer and the Fiscal Agent all information and documentation relating thereto.

17. Prepayments.

(a) To the extent specifically provided for in the Seller Assignment, Purchaser will have the right or the obligation to prepay the principal component of all Base Installment Payments in accordance with the Fiscal Agent Agreement.

(b) In the event the Acceptance Certificate for any Phase or Phases has not been delivered to the Seller and the Fiscal Agent on or before the Final Acceptance Date, all of the outstanding principal component of the Participations allocable to such Phase or Phases (based on the Phase Percentage for such Phase or Phases as set forth in Appendix A to the Seller Assignment) shall be mandatorily prepaid pursuant to Section 3.16(b) of the Fiscal Agent Agreement from funds on deposit with the Fiscal Agent, including proceeds of any Credit Facility delivered by the Original Seller pursuant to the Seller Assignment.

(c) There shall be credited against such optional or mandatory prepayment any funds available and held in trust by the Fiscal Agent for such purpose under the Fiscal Agent Agreement. Upon the deposit of an amount sufficient for any such prepayment in whole with the Fiscal Agent all Installment Payments shall be deemed paid and, if the Acceptance Dates for all Phases shall have previously occurred, the Facilities shall be promptly conveyed to the State.

18. Assignment By Purchaser. During the Term, without the prior written consent of CMS, Seller, Seller's construction lender (but only prior to the Acceptance Date for any Phase), the Insurer and the Fiscal Agent, Purchaser will not: (i) except for Permitted Encumbrances, assign, transfer, convey, pledge, hypothecate or grant any security interest in or lease or otherwise dispose of this Agreement or the Facilities of such Phase or any interest in this Agreement or such Facilities, or (ii) lease or lend such Facilities or permit them to be operated by anyone other than Purchaser, Purchaser's employees or persons authorized by Purchaser in connection with Purchaser's operation of such Facilities; provided that in no event shall any such action release the Purchaser from its obligations to make Installment Payments hereunder. The State expressly reserves the right, with the written consent of the Insurer, to direct the Seller and/or the Fiscal Agent to assign, transfer, convey, or otherwise dispose of unimproved land included in any Phase subsequent to the Acceptance Date for such Phase; provided that such disposition does not significantly adversely affect the use and operation or value of such Phase or result in any violation of any law, regulation, easement or agreement affecting such Phase.

19. Tax Warranties. Purchaser hereby warrants that it will not take any action, omit to take any action or permit the taking or omission of any action (including, without limitation, making or permitting any use of the proceeds of the Seller's transfer or assignment of this Agreement or the Facilities) if taking or omitting to take such action would cause any interest in this Agreement to be an arbitrage bond, a private activity bond or a federally guaranteed obligation within the meaning of

the Code or would otherwise cause the interest component of Base Installment Payments to be included in the gross income of the recipients thereof for federal income tax purposes.

20. Replacement Facilities. During the Term and subject to and in accordance with Section 19 hereof, Purchaser may elect to substitute replacement facilities for the Facilities and the State may elect to substitute a replacement agency of the State for the named Purchaser, with the prior written consent of the Insurer, provided such replacement facilities and/or replacement Purchaser shall comply with the requirements of this Agreement and the Fiscal Agent Agreement and shall have a fair market value at the time such replacement Facilities become subject to this Agreement which is not less than the value of the Facilities being replaced; and provided the State delivers to the Fiscal Agent and the Insurer an opinion of nationally recognized municipal bond counsel to the effect that such substitution of replacement Facilities or of a replacement Purchaser will not adversely affect the federal tax status of interest with respect to the Participations. Purchaser hereby confirms that its representations and warranties with respect to the Facilities and itself apply to such replacement Facilities and replacement Purchaser. Unless funds are available in the Facilities Acquisition Fund to pay therefor, Purchaser shall be responsible for the payment of the costs relating to such substitution. In the event replacement Facilities are substituted in accordance with the provisions of this Section 20, Exhibit A hereto and the Specifications shall be amended to reflect such acquisition. In the event a replacement Purchaser is substituted in accordance with this Section 20, such replacement Purchaser shall succeed to all the rights and obligations of the original Purchaser and shall execute and deliver a written instrument satisfactory to the Insurer, the Seller and the Fiscal Agent evidencing such substitution.

21. Events of Default. The term "Event of Default" as used herein, means the occurrence of any one or more of the following events:

(a) Purchaser fails to make, for a reason other than a nonappropriation of funds, any deposit of Base Installment Payments as required in accordance with the terms of paragraph (f) of Section 4 of this Agreement, and any such failure continues for ten (10) days after the required deposit date; or

(b) Purchaser fails to make, for a reason other than nonappropriation of funds, any other payment required to be made by Purchaser pursuant to this Agreement, and any such failure continues for ten (10) days after written notice thereof by Seller or the Fiscal Agent, it being understood that such notice is a condition precedent to the existence of an Event of Default

but not to Purchaser's obligations to make such payment in accordance with the terms of this Agreement and further that the notice provisions of Section 4(c) of this Agreement shall be in addition to the notice set forth in this Section 21(b); or

(c) Purchaser fails to give notice of nonappropriation to the Seller, the Insurer or the Fiscal Agent pursuant to Section 5 hereof within 30 days after the occurrence thereof; or

(d) Purchaser fails to perform or observe any term of this Agreement to be performed or observed by it hereunder (other than as described in paragraphs (a), (b) or (c) hereof) and such failure is not cured within sixty (60) days after written notice thereof by Seller or the Fiscal Agent, provided that if such default cannot with due diligence be cured within such sixty (60) day period and Purchaser shall have diligently commenced to cure such default within such period and shall thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, such default shall not be an Event of Default; or

(e) Any representation or warranty made by Purchaser in this Agreement or in any other writing delivered by Purchaser pursuant to or in connection with this Agreement was incorrect in any material respect at the time made and, if susceptible of cure, is not cured within ten (10) days after notice thereof is given to Purchaser by Seller or the Fiscal Agent.

22. Remedies. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, the Seller or the Fiscal Agent may, with the written consent of the Insurer, and shall, at the written direction of the Insurer, exercise any one or more of the following remedies:

(a) By written notice to Purchaser, declare an amount equal to all amounts then due under this Agreement and all remaining Installment Payments hereunder (not to exceed an amount sufficient to pay all unpaid principal and accrued and unpaid interest included in Base Installment Payments and all other amounts payable hereunder) to be immediately due and payable, whereupon the same shall become immediately due and payable; provided any payment shall be subject to legally available funds;

(b) Upon seven days prior written notice, enter upon the premises where the Facilities are located and take immediate possession of the Facilities;

(c) Sell, lease or otherwise dispose of the Facilities for the account of Purchaser, holding Purchaser liable for all Installment Payments and other payments due and for the difference between the purchase price, rental and other amounts paid by the purchaser or lessee pursuant to such sale, lease or other disposition and the amounts payable by Purchaser hereunder;

provided that any excess proceeds from such sale, lease, other disposition or sublease, after deduction for and payment of fees, expenses and taxes levied on such sale, lease, other disposition or sublease, payment of all unpaid Administrative Expenses and distribution to the Fiscal Agent in the amount of the unpaid principal and accrued and unpaid interest components of Base Installment Payments, shall be paid to the State;

(d) Elect to terminate and cancel this Agreement; provided that no such election shall be made prior to the occurrence of the Acceptance Dates for all Phases; and

(e) Any other right, remedy or privilege which may be available to it under applicable law.

The provisions of this Section are subject, however, to the condition that if, at any time after such amount shall have been so declared due and payable and before the Facilities have been disposed of, all sums payable hereunder except the principal amounts of the Participations which have become due solely by virtue of such acceleration shall have been duly paid and all existing defaults or nonappropriation events shall have been cured, then and in every such case such payment shall constitute a waiver of such default or nonappropriation event and its consequences and an automatic rescission and annulment of such declaration, but no such waiver shall extend to or affect any subsequent default or nonappropriation event or impair any right consequent thereto. So long as the Insurer shall not have violated any provisions of the Insurance Policy, all actions authorized under this Section shall be subject to the prior written consent of the Insurer.

In addition, Purchaser will remain liable for all obligations under this Agreement and for all legal fees and other costs and expenses, including court costs, when and if deemed appropriate and awarded by a court of competent jurisdiction, incurred with respect to the enforcement of any remedies hereunder, when it is finally adjudicated by a court of competent jurisdiction that Purchaser is in default under this Agreement.

Purchaser acknowledges that Seller's rights to exercise remedies under this Section 22 may be assigned by Seller to the Fiscal Agent pursuant to Section 32 hereof, and Purchaser agrees that Seller or the Fiscal Agent shall be entitled to exercise all remedies provided for herein.

23. Notices. All notices to be given under this Agreement shall be in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth below or at such address as such party may provide in writing from time to time.

If to Seller on or prior to the occurrence of all Acceptance Dates:

LGG Realty Investment Co.
5231 South Sixth Street
Springfield, Illinois 62707
Attention: Michael Smith

If to Seller on or after the occurrence of any Acceptance Date:

Public Asset Services Corp.
Three First National Plaza, Suite 1400
Chicago, Illinois 60602
Attention: President

If to the Insurer:

MBIA Insurance Corporation
113 King Street
Armonk, New York 10504
Attention: Surveillance

If to Purchaser:

Department of Central Management Services
712 Stratton Building
Springfield, Illinois 62706
Attention: Director

and

The Illinois Environmental Protection Agency
2200 Churchill Road
Springfield, Illinois 62794
Attention: Director

Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

24. Section Headings. All section headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

25. Governing Law. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Illinois.

26. Delivery of Related Documents. Purchaser will execute or provide, as requested by Seller or the Fiscal Agent, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this Agreement, including financing statements and similar documents.

27. Entire Agreement; Severability; Waiver; Amendment. This Agreement, which includes all Exhibits and other attachments hereto, and the Construction Documents and other documents or instruments executed by Purchaser and Seller in connection herewith, constitutes the entire agreement between the parties with respect to the purchase of the Facilities, and this Agreement shall not be modified, amended, altered, or changed except with the written consent of Purchaser and Seller and, from and after the Assignment Closing Date, the Fiscal Agent and the Insurer; provided, however, that the Construction Documents may be modified, amended, altered or changed with the written consent of only the Original Seller and the Purchaser. Any provision of this Agreement found to be prohibited by law or deemed inoperative at any time shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by Seller (and, from and after the Assignment Closing Date, the Fiscal Agent and the Insurer) of any breach by Purchaser of any term or condition hereof shall not operate as a waiver of any subsequent breach thereof.

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

29. Payment on Non-Business Day. If pursuant to the terms of this Agreement any payment is due or obligation is to be discharged on a day other than a Business Day, such payment shall become due or obligation shall be discharged on the next succeeding Business Day.

30. Successor Seller Services. On the Assignment Closing Date, the Original Seller shall execute and deliver an agreement with the Successor Seller, subject to the consent of the Purchaser, pursuant to which the Successor Seller shall agree to perform such services relating to the Facilities and the Participations as the Purchaser shall request, including the following: (a) review of any reports furnished by the Fiscal Agent; (b) confirmation of investment earnings credited against Base Installment Payments pursuant to Section 4(g) hereof; (c) consultation on and administration of approvals and consents required from the Insurer; (d) consultation on and monitoring of the budget and appropriation processes of the State relating to the timely payment of Installment Payments; (e) review of the Acceptance Certificates and supporting documents; (f) performance of periodic refunding savings analyses; and (g) administration of

arbitrage rebate matters as required under the Code. Such agreement shall provide that at the time of Purchaser's acceptance of the Facilities of each Phase on the Acceptance Date for such Facilities, the Successor Seller shall (i) accept the conveyance of title to such Facilities or an absolute assignment of the beneficial interest in such Facilities pursuant to Section 9 hereof and thereafter hold such title or beneficial interest as Successor Seller in accordance with this Agreement, (ii) accept the assignments and releases described in Section 32(c) hereof and (iii) assume the Original Seller's obligations under Section 3 hereof and under the Fiscal Agent Agreement. The Successor Seller shall be compensated for the foregoing services as agreed by the Successor Seller and the Purchaser.

31. [Reserved.]

32. Seller's Assignment Option. Seller shall not assign, transfer, convey, lease, pledge, encumber or otherwise dispose of its right, title or interest in this Agreement without the prior written consent of Purchaser except as hereafter provided.

(a) From and after the date hereof, the Original Seller shall have the right, at its sole option, to sell and assign all of its rights, titles and interests under this Agreement, other than Retained Rights, to the Fiscal Agent, subject to the following terms and conditions:

(i) Written Assignment. Such sale and assignment shall be accomplished through the Original Seller's and the Fiscal Agent's execution and delivery of the Seller Assignment which shall be consented to and acknowledged by the Purchaser. The Seller Assignment may provide that it shall become effective on a specified closing date (such effective date being the "Assignment Closing Date").

(ii) Conditions Precedent To Assignment. On or before the Assignment Closing Date, the Original Seller shall have satisfied all conditions precedent to the effectiveness of the Seller Assignment as may be specified in the Seller Assignment, including the delivery of any required Credit Facility to the Fiscal Agent.

(b) Notwithstanding Section 32(a), the Original Seller shall have the right to grant, on or subsequent to the Assignment Closing Date and prior to the Acceptance Date for each Phase, a collateral assignment of and security interest in the Retained Rights, to a lender or lenders in connection with acquisition and/or construction financing for such Phase; provided that any such grant shall in no way impair or derogate any of the rights of the Fiscal Agent, the Owners of Participations, or the Insurer under the Seller Assignment and the Fiscal Agent Agreement and

that such grant shall not provide the grantee any greater rights than the Retained Rights the Original Seller possesses hereunder.

(c) Concurrently with the Purchaser's delivery of each of the Acceptance Certificates pursuant to Section 2(a) hereof and in consideration of the payments to be made to the Original Seller or at its direction pursuant to Section 4.03(c) of the Fiscal Agent Agreement, the Original Seller shall assign all of its right, title and interest in the Retained Rights (A) described in clause (v) of the definition thereof to the Purchaser and (B) described in clauses (iii), (vi) and (vii) of the definition thereof to the Successor Seller and shall deliver or cause to be delivered to the Successor Seller and to the Fiscal Agent releases or other instruments evidencing the release of any collateral assignments, construction liens or security interests granted to any lender or lenders and described in Section 32(b) hereof with respect to such Phase and evidencing the payment in full of the Original Seller's construction indebtedness with respect to such Phase and shall assign all of its right, title and interest under the Fiscal Agent Agreement with respect to such Phase to the Successor Seller.

33. Time of the Essence. Except as otherwise provided herein, time shall be of the essence in the construction of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized signatures as of the date first written above.

Seller: LGG Realty Investment Co., an Illinois general partnership

By its Partners:

Thomas C. Lange

Farrell Gay

F.W. Gumpert

Purchaser: THE STATE OF ILLINOIS Department of Central Management Services

By
Title:

Illinois Environmental Protection Agency

By
Title:

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized signatures as of the date first written above.

Seller: LGG Realty Investment Co., an Illinois general partnership

By its Partners:

Thomas C. Lange

Farrell Gay

F.W. Gumpert

Purchaser: THE STATE OF ILLINOIS Department of Central Management Services

By _____
Title: _____

Illinois Environmental Protection Agency

By _____
Title: _____

JOINDER

The undersigned is the legal title holder, in and to the real estate legally described on Exhibit "A" attached hereto and specifically incorporated by reference herein, hereby joins in the execution with LGG Realty Investment Co., ("Seller") under the following documents, dated April 1, 1996, for the purpose of binding the real estate described in said Exhibit "A" thereto:

1. Installment Purchase Agreement ("IPA") with the State of Illinois, acting by its Department of Central Management Services for the benefit of the Environmental Protection Agency.

2. Fiscal Agent Agreement ("FAA") with LaSalle National Trust, N.A. ("Fiscal Agent").

3. Seller Assignment to the Fiscal Agent, assigning Seller's rights under the IPA ("Assignment").

4. Memoranda of the IPA, FAA and Assignment.

5. It is expressly understood and agreed hereto, any other provision to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Bank One, Springfield on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

DATED as of April 1, 1996.

Bank One, Springfield, f/k/a Marine Bank of Springfield, not personally but as Trustee under Trust Agreement dated April 19, 1982 and known as Trust No. 53-1260-3.

By: Annette Piper
Client Service Officer

1438L01

STATE OF ILLINOIS)
) ss.
COUNTY OF SANGAMON)

I, Dawn Hindert, a Notary Public in and for said County in the State aforesaid do hereby certify that Annette Piper, said Client Service Officer of Bank One, Springfield, f/k/a Marine Bank of Springfield, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of April, 19 96.

Dawn M. Hindert
Notary Public

OFFICIAL SEAL
DAWN M. HINDERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-20-97

CGP:dh
1438L02

EXHIBIT "A"

Lot 20 of a Subdivision of the Northwest part of the Northwest Quarter of SEction 23; part of the East Half, Northeast Quarter and part of the Southeast Quarter of Section 22, Township 16 North, Range 5 West of the Third Principal Meridian as filed in Cabinet B, Page 289 as recorded at 3:20 p.m., June 12th, 1880 in the Sangamon County Recorder of Deeds.

EXCEPT:

Part of Lot 20 of the Subdivision of the Northwest part of the Northwest Quarter of Section 23 and the East Half of the Northeast Quarter and part of the Southeast Quarter of Section 22, all in Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois described as follows: From the Southwest corner of said Lot 20, North on the West line of said Lot 20, being the East right-of way line of Ninth Street, 10.00 feet to the Point of Beginning; thence continuing North 232.52 feet; thence deflecting to the right 89 degrees 05 minutes 26 seconds, 68.65 feet; thence deflecting to the right 90 degrees 05 minutes 10 seconds, 59.17 feet (actual 49.22 feet); thence deflecting to the left 90 degrees 04 minutes 54 seconds, 155.73 feet; thence deflecting to the right 90 degrees 07 minutes 47 seconds, 188.86 feet; thence deflecting to the right 88 degrees 44 minutes 48 seconds, 217.75 feet on the South line of said Lot 20; thence deflecting to the right 46 degrees 00 minutes 51 seconds, 13.89 feet to the Point of Beginning.

ALSO EXCEPTING:

A triangular parcel at the Northeast corner of Ninth Street and North Grand Avenue deeded to the City of Springfield, recorded in Deed Book 688 at Page 541, described as follows: Beginning at the intersection of the North right-of-way line of North Grand Avenue and the East right-of-way line of Ninth Street; thence Northerly along said East right-of-way line of Ninth Street, a distance of 10 feet; thence Southeasterly on a straight line to a point in the North right-of-way line of North Grand Avenue that is 10 feet Easterly from the Point of Beginning; Thence Westerly along the North right-of-way line of North Grand Avenue 10 feet to the Point of Beginning. Situated in Sangamon County, Illinois.

04-19-1996 09:56AM FROM JAMES A. LESNIAK & CO. TO 13128537036 P.06

EXHIBIT A

Description of Facilities

Phase I Site:

The property described on the Plat of Survey prepared by Auby, Oglesby & Bartolomucci, 1323 South First Street, Springfield, Illinois 62704, dated January 3, 1996, revised January 31, 1996, Job No. 95-29 (the "Survey") as "Legal Description - Parcel 1" and "Legal Description - Parcel 2."

Phase II Site:

The land and buildings identified as numbers 31W, 19 and 30, together with surrounding amenities, as shown on the Survey.

Phase III Site:

The property described on the Survey as "Entire Parcel Legal Description" <u>except</u> the Phase I Site described above and <u>except</u> the Phase II Site described above.

EXHIBIT B

ACCEPTANCE CERTIFICATE

The STATE OF ILLINOIS, acting by the Department of Central Management Services for the benefit of the Illinois Environmental Protection Agency, ("Purchaser") hereby accepts for purposes of the Installment Purchase Agreement dated as of April 1, 1996, as amended (the "Agreement") by and between LGG Realty Investment Co., an Illinois general partnership, as Seller, and the Purchaser the Phase __ Facilities as being in full compliance with the Specifications and the Construction Documents except as set forth in the Punch List Attachment hereto. All capitalized terms used in this Acceptance Certificate have the meanings set forth in the Agreement. Notwithstanding the matters included in the Punch List Attachment hereto, the execution and delivery by the Purchaser of this Acceptance Certificate shall evidence the Purchaser's acceptance of the Phase __ Facilities with the intent and effect of establishing the date set forth below as the Acceptance Date for the Phase __ Facilities for all purposes of the Agreement. From and after the execution and delivery of this Acceptance Certificate, the Purchaser's obligations under the Agreement with respect to the Phase ___ Facilities shall be payable from State-appropriated funds in accordance with Section 4 of the Agreement and other moneys held under the Fiscal Agent Agreement.

STATE OF ILLINOIS acting by
the Department of Central
Management Services for the
benefit of the Illinois
Environmental Protection Agency.

By_____
Name:
Its:

Dated:_____

ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY

By_____
Name:
Its:

Dated:_____

EXHIBIT C

SELLER ASSIGNMENT

This Seller Assignment dated as of April 1, 1996 by LGG Realty Investment Co., an Illinois general partnership, as Seller (the "Seller"), and LaSalle National Trust, N.A., a national association, as Fiscal Agent (the "Fiscal Agent"),

WITNESSETH:

Section 1. Recitals.

(a) The Seller and the State of Illinois (the "State"), acting by the Department of Central Management Services for the benefit of the Illinois Environmental Protection Agency, (the "Purchaser") have entered into an Installment Purchase Agreement dated as of April 1, 1996 (the "IPA"), providing for the acquisition and construction of certain land and buildings (the "Facilities") in the manner and on the terms set forth in the IPA.

(b) Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the IPA or the Fiscal Agent Agreement (hereafter defined).

(c) On April 18, 1996, or on such date as the Seller, the Fiscal Agent and the Purchaser shall specify in writing (the "Assignment Closing Date"), the Seller and the Fiscal Agent will execute and deliver a Fiscal Agent Agreement dated as of April 1, 1996, (the "Fiscal Agent Agreement"). Pursuant to the Fiscal Agent Agreement, the Fiscal Agent will, on the Assignment Closing Date, execute and deliver Participations (the "Participations") evidencing proportionate interests in the assigned rights described in Section 3 hereof (the "Seller Assigned Rights") and hold the Seller Assigned Rights for the benefit of the owners from time to time of the Participations and the Fiscal Agent will receive and hold moneys paid by the original purchasers of the Participations in consideration of their purchase of the Participations in accordance with the terms and conditions of the Fiscal Agent Agreement.

(d) The Seller is making and entering this Assignment pursuant to Section 32(a) of the IPA.

Section 2. Representations, Covenants and Warranties.

The Seller hereby represents and covenants to and with the Fiscal Agent that on the date of execution and delivery of this Assignment, the facts stated below are true and correct.

(a) The Seller is a general partnership organized and validly existing under the laws of the State of Illinois.

(b) The Seller by proper action has duly authorized the execution and delivery of and the due performance of its obligations under the IPA and this Assignment and all such other agreements and documents as may be required to be executed and delivered in order to carry out, give effect to and consummate the transactions contemplated by the IPA and this Assignment.

(c) The Seller has by proper action duly authorized the taking of any and all other actions as may be required on the part of the Seller to carry out, give effect to and consummate the transactions contemplated by the IPA and this Assignment.

(d) There is no claim, action, temporary restraining order, injunction, suit, proceeding, inquiry or investigation, at law or in equity, before or by any judicial or administrative court, governmental agency, public board or body pending or (to the best of its knowledge) threatened, (nor is there any basis therefor) wherein an unfavorable decision, ruling or finding (a) would materially adversely affect the properties or assets of the Seller, the financial condition or the operations of the Seller or the transactions contemplated on the Seller's part by the IPA or this Assignment or (b) would in any way adversely affect the validity or enforceability of the IPA or this Assignment (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby or hereby).

Section 3. Sale and Assignment.

The Seller hereby agrees that on the Assignment Closing Date it shall, concurrently with the Fiscal Agent's execution and delivery of the Fiscal Agent Agreement, sell, assign and transfer, without recourse, to the Fiscal Agent all of the Seller Assigned Rights (consisting of all of the Seller's right, title and interest in and under the IPA, except for the Retained Rights).

Section 4. Acceptance.

The Fiscal Agent hereby agrees to accept the sale and assignment provided for herein on the Assignment Closing Date.

Section 5. Deposit of Funds.

In consideration of the sale and assignment of the Seller Assigned Rights, the Fiscal Agent agrees that, subject to its execution and delivery of the Fiscal Agent Agreement, it will on the Assignment Closing Date accept delivery from the original purchasers of the Participations the sum of $32,830,954.05, in consideration of their purchase of the Participations, for deposit and application in accordance with the terms of the Fiscal Agent Agreement.

Section 6. Sale of the Participations.

(a) The amount to be received by the Fiscal Agent pursuant to Section 5 hereof shall be deposited in the funds, accounts and subaccounts under the Fiscal Agent Agreement as set forth in Appendix A hereto and shall be held in trust for the purpose of making payments to the Seller and for the other purposes provided in the Fiscal Agent Agreement.

(b) The Seller shall deliver to the Fiscal Agent on the Assignment Closing Date Credit Facilities as described in Appendix A hereto.

(c) The Base Installment Payments specified in Exhibit E to the IPA are hereby amended and restated in their entirety as set forth in Appendix B to this Assignment and Appendix B hereto shall be substituted as Exhibit E to the IPA.

(d) The principal component of Base Installment Payments allocable to any Phase or Phases (based on the Phase Percentage for such Phase or Phases as set forth in Appendix A hereto) is subject to extraordinary mandatory prepayment (i) on the Mandatory Prepayment Date from and to the extent of amounts on deposit with the Fiscal Agent, including Credit Facilities, if the Acceptance Date for such Phase or Phases has not occurred on or before the Final Acceptance Date or (ii) in the event of damage, destruction or condemnation from and to the extent of insurance, self-insurance or condemnation proceeds and other funds held by the Fiscal Agent, all pursuant to Section 3.16 of the Fiscal Agent Agreement.

(e) The Purchaser shall be entitled to credits against its Base Installment Payment obligations to the extent of amounts on deposit with the Fiscal Agent for such purpose and Exhibit D to the IPA is hereby amended and restated in its entirety as set forth in Appendix C to this Assignment and Appendix C hereto shall be substituted as Exhibit D to the IPA.

(f) The Seller shall provide such opinions, certificates and other documents, as may be reasonably required by the underwriter or other original purchaser in connection with the original sale of the Participations pursuant to the Fiscal Agent Agreement.

Section 7. Execution in Counterparts.

This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 8. Certain Amendments to Fiscal Agent Agreement Prohibited.

The Seller and the Fiscal Agent acknowledge that First of America Bank - Illinois, N.A., Seller's construction lender, is a third party beneficiary of the Fiscal Agent's payment obligations under Section 4.03 of the Fiscal Agent Agreement and covenant and agree not to amend, modify or change Section 4.03 of the Fiscal Agent Agreement so as to adversely affect said construction lender's rights with respect to payment for the Facilities pursuant to the Construction Documents and any construction loan or security agreement to which Seller is a party.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above set forth.

LGG Realty Investment Co.,
an Illinois general partnership

By its Partners:

_____
Thomas C. Lange

_____
Farrell Gay

_____
F.W. Gumpert

LaSalle National Trust, N.A.
as Fiscal Agent

By: _____
Name:

Its: _____

ACKNOWLEDGMENT

The undersigned, the State of Illinois acting by the Department of Central Management Services for the benefit of the Illinois Environmental Protection Agency, (the "Purchaser"), hereby (i) acknowledges its receipt and review of that certain Seller Assignment dated as of April 1, 1996 (as the same may be amended, supplemented or otherwise modified from time to time, the "Assignment") executed by LGG Realty Investment Co., an Illinois general partnership, (the "Seller"), in favor of LaSalle National Trust, N.A., a national association (the "Fiscal Agent"), pursuant to which the Seller has agreed to sell and assign, without recourse, to the Fiscal Agent all of the Seller's rights, title and interest in, to and under that certain Installment Purchase Agreement dated as of April 1, 1996 (the "IPA"), including, without limitation, the Seller's right to receive all of the "Base Installment Payments" (as defined therein) and other payments due from the Purchaser thereunder, but excluding therefrom certain rights designated therein as being "Retained Rights," (ii) acknowledges and reaffirms that the Fiscal Agent is expressly intended and shall for all purposes be deemed to be a third party beneficiary to the IPA, (iii) reaffirms, subject to the execution and delivery of the Fiscal Agent Agreement on the Assignment Closing Date, its obligation and agreement to make all Base Installment Payments and other payments required to be made by it to the Seller under the IPA directly to the Fiscal Agent as contemplated by the Assignment, and (iv) reaffirms, subject to the execution and delivery of the Fiscal Agent Agreement on the Assignment Closing Date, its agreement that its obligations to make all such Base Installment Payments and such other payments to the Fiscal Agent shall be subject to legally available funds.

Dated: April __, 1996

THE STATE OF ILLINOIS, by its Department of Central Management Services for the benefit of the Illinois Environmental Protection Agency

By: _____

Title:

APPENDIX A

The following amount shall be received by the Fiscal Agent on the Assignment Closing Date pursuant to Section 5 of the Seller Assignment and deposited into the following funds, accounts and subaccounts under the Fiscal Agent Agreement:

Amount Received	$ 32,830,954.05
Amounts Deposited	
Capitalized Interest Account (including accrued interest)	$ 1,181,420.02
Costs of Issuance Account	371,960.65
Phase I Facilities Subaccount	14,711,315.00
Phase II Facilities Subaccount	6,937,493.00
Phase III Facilities Subaccount	9,628,765.38
Total Deposits	$ 32,830,954.05

Credit Facility Provider: First of America Bank - Illinois, N.A.

Credit Facility Amounts:

Phase I	$ -0-
Phase II	$ 240,000
Phase III	$ 325,000

Credit Facility Description: Irrevocable Letters of Credit

Phase Percentages:

Phase I Percentage	45.07%
Phase II Percentage	22.82%
Phase III Percentage	32.11%

APPENDIX B

BASE INSTALLMENT PAYMENTS*

(1) Installment Payment Date	(2) Principal Component	(3) Interest Component	(4) Base Installment Payments
31-Dec-96	$ -	$ 1,431,425.63	$ 1,431,425.63
30-Jun-97	200,000.00	954,283.75	1,154,283.75
31-Dec-97		950,183.75	950,183.75
30-Jun-98	965,000.00	950,183.75	1,915,183.75
31-Dec-98		928,953.75	928,953.75
30-Jun-99	1,005,000.00	928,953.75	1,933,953.75
31-Dec-99		905,838.75	905,838.75
30-Jun-00	1,050,000.00	905,838.75	1,955,838.75
31-Dec-00		880,638.75	880,638.75
30-Jun-01	1,100,000.00	880,638.75	1,980,638.75
31-Dec-01		853,138.75	853,138.75
30-Jun-02	1,155,000.00	853,138.75	2,008,138.75
31-Dec-02		823,397.50	823,397.50
30-Jun-03	1,215,000.00	823,397.50	2,038,397.50
31-Dec-03		791,200.00	791,200.00
30-Jun-04	1,275,000.00	791,200.00	2,066,200.00
31-Dec-04		756,775.00	756,775.00
30-Jun-05	1,350,000.00	756,775.00	2,106,775.00
31-Dec-05		719,650.00	719,650.00
30-Jun-06	1,420,000.00	719,650.00	2,139,650.00
31-Dec-06		679,890.00	679,890.00
30-Jun-07	1,500,000.00	679,890.00	2,179,890.00
31-Dec-07		637,140.00	637,140.00
30-Jun-08	1,585,000.00	637,140.00	2,222,140.00
31-Dec-08		591,571.25	591,571.25
30-Jun-09	1,680,000.00	591,571.25	2,271,571.25
31-Dec-09		542,431.25	542,431.25
30-Jun-10	1,775,000.00	542,431.25	2,317,431.25
31-Dec-10		489,181.25	489,181.25
30-Jun-11	1,885,000.00	489,181.25	2,374,181.25
31-Dec-11		432,160.00	432,160.00
30-Jun-12	2,000,000.00	432,160.00	2,432,160.00
31-Dec-12		371,160.00	371,160.00
30-Jun-13	2,120,000.00	371,160.00	2,491,160.00
31-Dec-13		305,970.00	305,970.00
30-Jun-14	2,250,000.00	305,970.00	2,555,970.00
31-Dec-14		236,220.00	236,220.00
30-Jun-15	2,385,000.00	236,220.00	2,621,220.00
31-Dec-15		162,285.00	162,285.00
30-Jun-16	2,540,000.00	162,285.00	2,702,285.00
31-Dec-16		83,545.00	83,545.00
30-Jun-17	2,695,000.00	83,545.00	2,778,545.00

* The amounts shown in column (3) for the following dates shall include moneys to be transferred to the Payment Fund from the Capitalized Interest Account of the Facilities Acquisition Fund in the following amounts:

31-Dec-96	$	823,753.02
30-Jun-97	$	413,514.38

APPENDIX C
FUNDING AMOUNTS

Installment Payment Dates	Funding Amount (1)
31-Dec-96	$ 607,672.61
30-Jun-97	740,769.37
31-Dec-97	950,183.75
30-Jun-98	1,915,183.75
31-Dec-98	928,953.75
30-Jun-99	1,933,953.75
31-Dec-99	905,838.75
30-Jun-00	1,955,838.75
31-Dec-00	880,638.75
30-Jun-01	1,980,638.75
31-Dec-01	853,138.75
30-Jun-02	2,008,138.75
31-Dec-02	823,397.50
30-Jun-03	2,038,397.50
31-Dec-03	791,200.00
30-Jun-04	2,066,200.00
31-Dec-04	756,775.00
30-Jun-05	2,106,775.00
31-Dec-05	719,650.00
30-Jun-06	2,139,650.00
31-Dec-06	679,890.00
30-Jun-07	2,179,890.00
31-Dec-07	637,140.00
30-Jun-08	2,222,140.00
31-Dec-08	591,571.25
30-Jun-09	2,271,571.25
31-Dec-09	542,431.25
30-Jun-10	2,317,431.25
31-Dec-10	489,181.25
30-Jun-11	2,374,181.25
31-Dec-11	432,160.00
30-Jun-12	2,432,160.00
31-Dec-12	371,160.00
30-Jun-13	2,491,160.00
31-Dec-13	305,970.00
30-Jun-14	2,555,970.00
31-Dec-14	236,220.00
30-Jun-15	2,621,220.00
31-Dec-15	162,285.00
30-Jun-16	2,702,285.00
31-Dec-16	83,545.00
30-Jun-17	2,778,545.00

(1) The Funding Amount for each Installment Payment Date equals (a) the amount of Base Installment Payments payable on such Installment Payment Date, less (b) the amount expected to be on deposit with the Fiscal Agent and available as a credit for such purpose pursuant to Section 4(g) of the Installment Purchase Agreement and Section 6(e) of the Seller Assignment.

EXHIBIT D
FUNDING SCHEDULE

Installment Payment Dates	Funding Amount (1)
31-Dec-96	$ 607,672.61
30-Jun-97	740,769.37
31-Dec-97	950,183.75
30-Jun-98	1,915,183.75
31-Dec-98	928,953.75
30-Jun-99	1,933,953.75
31-Dec-99	905,838.75
30-Jun-00	1,955,838.75
31-Dec-00	880,638.75
30-Jun-01	1,980,638.75
31-Dec-01	853,138.75
30-Jun-02	2,008,138.75
31-Dec-02	823,397.50
30-Jun-03	2,038,397.50
31-Dec-03	791,200.00
30-Jun-04	2,066,200.00
31-Dec-04	756,775.00
30-Jun-05	2,106,775.00
31-Dec-05	719,650.00
30-Jun-06	2,139,650.00
31-Dec-06	679,890.00
30-Jun-07	2,179,890.00
31-Dec-07	637,140.00
30-Jun-08	2,222,140.00
31-Dec-08	591,571.25
30-Jun-09	2,271,571.25
31-Dec-09	542,431.25
30-Jun-10	2,317,431.25
31-Dec-10	489,181.25
30-Jun-11	2,374,181.25
31-Dec-11	432,160.00
30-Jun-12	2,432,160.00
31-Dec-12	371,160.00
30-Jun-13	2,491,160.00
31-Dec-13	305,970.00
30-Jun-14	2,555,970.00
31-Dec-14	236,220.00
30-Jun-15	2,621,220.00
31-Dec-15	162,285.00
30-Jun-16	2,702,285.00
31-Dec-16	83,545.00
30-Jun-17	2,778,545.00

(1) The Funding Amount for each Installment Payment Date equals (a) the amount of Base Installment Payments payable on such Installment Payment Date, less (b) the amount expected to be on deposit with the Fiscal Agent and available as a credit for such purpose pursuant to Section 4(g) of the Installment Purchase Agreement and Section 6(e) of the Seller Assignment.

EXHIBIT E

BASE INSTALLMENT PAYMENT SCHEDULE

(1) Installment Payment Date	(2) Principal Component	(3) Interest Component	(4) Base Installment Payments
31-Dec-96	$ -	$ 1,431,425.63	$ 1,431,425.63
30-Jun-97	200,000.00	954,283.75	1,154,283.75
31-Dec-97		950,183.75	950,183.75
30-Jun-98	965,000.00	950,183.75	1,915,183.75
31-Dec-98		928,953.75	928,953.75
30-Jun-99	1,005,000.00	928,953.75	1,933,953.75
31-Dec-99		905,838.75	905,838.75
30-Jun-00	1,050,000.00	905,838.75	1,955,838.75
31-Dec-00		880,638.75	880,638.75
30-Jun-01	1,100,000.00	880,638.75	1,980,638.75
31-Dec-01		853,138.75	853,138.75
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30-Jun-03	1,215,000.00	823,397.50	2,038,397.50
31-Dec-03		791,200.00	791,200.00
30-Jun-04	1,275,000.00	791,200.00	2,066,200.00
31-Dec-04		756,775.00	756,775.00
30-Jun-05	1,350,000.00	756,775.00	2,106,775.00
31-Dec-05		719,650.00	719,650.00
30-Jun-06	1,420,000.00	719,650.00	2,139,650.00
31-Dec-06		679,890.00	679,890.00
30-Jun-07	1,500,000.00	679,890.00	2,179,890.00
31-Dec-07		637,140.00	637,140.00
30-Jun-08	1,585,000.00	637,140.00	2,222,140.00
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30-Jun-11	1,885,000.00	489,181.25	2,374,181.25
31-Dec-11		432,160.00	432,160.00
30-Jun-12	2,000,000.00	432,160.00	2,432,160.00
31-Dec-12		371,160.00	371,160.00
30-Jun-13	2,120,000.00	371,160.00	2,491,160.00
31-Dec-13		305,970.00	305,970.00
30-Jun-14	2,250,000.00	305,970.00	2,555,970.00
31-Dec-14		236,220.00	236,220.00
30-Jun-15	2,385,000.00	236,220.00	2,621,220.00
31-Dec-15		162,285.00	162,285.00
30-Jun-16	2,540,000.00	162,285.00	2,702,285.00
31-Dec-16		83,545.00	83,545.00
30-Jun-17	2,695,000.00	83,545.00	2,778,545.00

* The amounts shown in column (3) for the following dates shall include moneys to be transferred to the Payment Fund from the Capitalized Interest Account of the Facilities Acquisition Fund in the following amounts:

31-Dec-96	$ 823,753.02
30-Jun-97	$ 413,514.38

EXHIBIT F

REAL ESTATE
DISCLOSURE STATEMENT

This statement must be completed by the Seller

Disclosure of the following information is required by Illinois law (Ill. Rev. Stat. ch. 102, par. 3.1 and ch. 127, par. 132.10-1 and 11-1). This Agreement may be declared void by the State if information is not provided.

I. State the name of each individual having a beneficial interest in the Agreement and each individual, who, together with his spouse or minor children, has a beneficial interest in the Agreement. (Applies to individuals, partnerships, and/or corporations.) If no one individual owns more than 7½% interest in such entity or if such corporation is publicly traded and there is no readily known individual having greater than 7½% interest, then the requirements of this disclosure may be met by so stating below. LGG Realty Investment Co., an Illinois general partnership - 100%. The partners of said partnership are: Thomas C. Lange - an undivided 33-1/3% interest, Farrell Gay - an undivided 33-13/% interest, and F.W. Gumpert - an undivided 33-13/% interest.

II. For land trusts, state the name of every owner or beneficiary having an interest in the Agreement. LGG Realty Investment Co., an Illinois general partnership-100%.

III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?

X NO ___YES If "yes" explain employment and/or relationship.

IV. I, Farrell Gay, state on oath or affirm that I am a General Partner of LGG Realty Investment Co. and that the disclosure made above is true and correct to the best of my knowledge. I will provide any additional documentation requested by the State of Illinois. I further certify that Seller has not bribed or attempted to bribe an officer or employee of the State of Illinois. I certify that the disclosure made above is correct to the best of my knowledge.

Farrell Gay 4/18/96
Signature date

State of Illinois)
County of SANGAMON) SS
)

I, MARILYN A. JOHNSON, certify on APRIL 16, 1996, FARRELL C GAY, personally appeared before me and swore or affirmed that he signed this and that the information provided was true and correct.

Attestation (name/title) date

"OFFICIAL SEAL"
MARILYN A. JOHNSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/24/97

Notary Seal

Marilyn A. Johnson
Notary Public

Commission Expires: 4-24-97

EXHIBIT G

CERTIFICATIONS

I. The Vendor certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 or 10.3 of the Illinois Purchasing Act (30 ILCS 505/10.1, 505/10.3).

II. The Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33-E3 or 33-E4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 5/33E-4)

III. The Vendor certifies that it is not in default on an educational loan as provided in Public Act 85-827 (5 ILCS 385/1) (a partnership shall be considered barred if any partner is in default on an educational loan).

IV. The Vendor certifies that it does not pay dues or fees on behalf of its employees or agents, nor subsidizes or otherwise reimburses them for payment of their dues or fees, to any club which unlawfully discriminates (775 ILCS 25/0.01).

V. Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name:_____

Taxpayer Identification Number:
Social Security Number_____
or
Employer Identification Number_____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

_____Individual
_____Owner of Sole Proprietorship
_____ Partnership
_____ Tax-exempt hospital or extended care facility
_____ Corporation providing or billing medical and/or health care services
_____ Corporation NOT providing or billing medical and/or health care services
_____Governmental entity
_____ Nonresident alien individual
_____ Estate or legal trust
_____ Foreign corporation, partnership, estate, or trust
_____ Other

VI. This certification is required by the Drug Free Workplace Act (30 ILCS 580/1) for contracts and grants effective January 1, 1992, and thereafter. The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract from the State for the procurement of any property or services unless that the grantee or contractor will provide a drug free workplace and that individuals must not engage in the unlawful manufacture, distribution, dispensation, possession or use of

a controlled substance in the performance of the contract or grant. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR/GRANTEE: For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

INDIVIDUALS: If vendor is an individual, or an individual doing business in the form of a sole proprietorship, the individual certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. Vendor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This requirement applies to contracts of more than $5000.

VII. Non-discrimination: In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department of Central Management Services does not unlawfully discriminate in employment, contracts, or any other activity.

Vendor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

VIII. Early Retirement. Vendor certifies he/she has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. Vendor acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.

IX. Retention of Records: The vendor or contractor shall maintain, for a minimum of five years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books

records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

X. Sexual Harassment: Effective July 1, 1993, the vendor or contractor shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

XI. For contracts exceeding $10,000, the vendor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

The undersigned acknowledges and agrees that each of the certifications or amendments shall be incorporated into and made a part of the invitation for bids, request for proposals, agreement, contract, amendment, renewal or other similar document to which these certifications are attached.

CONTRACTOR/VENDOR

NAME: _____

BY: _____

TITLE: _____

certif.doc
1994

MEMORANDUM OF INSTALLMENT PURCHASE AGREEMENT

This Memorandum of Installment Purchase Agreement is made and entered into as of April 1, 1996 by and between LGG Realty Investment Co., an Illinois general partnership (the "Seller") and The State of Illinois acting by its Department of Central Management Services for the benefit of the Illinois Environmental Protection Agency ("Purchaser");

W I T N E S S E T H:

WHEREAS, Seller and Purchaser have entered into an Installment Purchase Agreement dated as of April 1, 1996, (the "Agreement"), by which Seller has agreed to sell to Purchaser the property legally described on Exhibit A attached hereto and hereby made a part hereof ("Premises");

WHEREAS, Seller and Purchaser desire to enter into this Memorandum of Installment Purchase Agreement, which is to be recorded, in order that third parties may have notice of the separate rights and interests of Seller and Purchaser and the existence of the Agreement and of Purchaser's right to purchase the Premises;

NOW, THEREFORE, Seller in consideration of the payments and covenants provided in the Agreement to be paid and performed by Purchaser, does hereby agree to sell to Purchaser, and Purchaser does hereby agree to purchase from Seller, upon and subject to the terms, covenants and conditions contained in the Agreement, the Premises, together with all easements, rights and appurtenances appertaining thereto.

All of the terms, covenants and conditions contained in the Agreement are hereby incorporated in this Memorandum of Installment Purchase Agreement by reference, with the same force and effect as if set forth herein.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Installment Purchase Agreement as of the date first above written.

SELLER:

LGG Realty Investment Co.,
an Illinois general partnership

By one of its General Partners:

_____

PURCHASER:

The State of Illinois
Department of Central Management Services

By: Michael J. Kelly
Its: DIRECTOR

Illinois Environmental Protection Agency

By: Mary A. Gadean
Its: DIRECTOR

IN WITNESS WHEREOF, the parties have executed this Memorandum of Installment Purchase Agreement as of the date first above written.

SELLER:

LGG Realty Investment Co.,
an Illinois general partnership

By one of its General Partners:

PARTNER

PURCHASER:

The State of Illinois
Department of Central Management Services

By:
Its:

Illinois Environmental Protection Agency

By: Mary A. Gideon
Its:

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Farrell C Gay, personally known to me to be a general partner of LGG Realty Investment Co., a general partnership, 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 general partner he signed and delivered the said instrument as general partner of said partnership, pursuant to authority given by the partners of said partnership, as his free and voluntary act and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of April, 1996.

Marilyn A. Johnson
Notary Public

"OFFICIAL SEAL"
MARILYN A. JOHNSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/24/97

My commission expires:

4-24-97

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that MICHAEL S. SCHWARTZ, personally known to me to be the DIRECTOR of the State of Illinois Department of Central Management Services, 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 DIRECTOR he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said entity for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of April, 1996.

Constance Dishon
Notary Public

My commission expires:
5-3-97

OFFICIAL SEAL
CONSTANCE DISHON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5-3-97

STATE OF ILLINOIS)
) SS.
COUNTY OF ~~SANGAMON~~)
COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that MARY A. GADE, personally known to me to be the DIRECTOR of the Illinois Environmental Protection Agency, 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 DIRECTOR he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said entity for the uses and purposes therein set forth.

Given under my hand and official seal this 18th day of April, 1996.

Mary E. Nolan
Notary Public

My commission expires:
February 25, 1997

"OFFICIAL SEAL"
MARY E. NOLAN
Notary Public, State of Illinois
My Commission Expires Feb. 25, 1997

JOINDER

The undersigned is the legal title holder, in and to the real estate legally described on Exhibit "A" attached hereto and specifically incorporated by reference herein, hereby joins in the execution with LGG Realty Investment Co., ("Seller") under the following documents, dated April 1, 1996, for the purpose of binding the real estate described in said Exhibit "A" thereto:

1. Installment Purchase Agreement ("IPA") with the State of Illinois, acting by its Department of Central Management Services for the benefit of the Environmental Protection Agency.

2. Fiscal Agent Agreement ("FAA") with LaSalle National Trust, N.A. ("Fiscal Agent").

3. Seller Assignment to the Fiscal Agent, assigning Seller's rights under the IPA ("Assignment").

4. Memoranda of the IPA, FAA and Assignment.

5. It is expressly understood and agreed hereto, any other provision to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Bank One, Springfield on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

DATED as of April 1, 1996.

Bank One, Springfield, f/k/a Marine Bank of Springfield, not personally but as Trustee under Trust Agreement dated April 19, 1982 and known as Trust No. 53-1260-3.

By: Annette Piper
Client Service Officer

1438L01

STATE OF ILLINOIS)
) ss.
COUNTY OF SANGAMON)

I, Dawn Hindert, a Notary Public in and for said County in the State aforesaid do hereby certify that Annette Piper, said Client Service Officer of Bank One, Springfield, f/k/a Marine Bank of Springfield, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of April, 19 96.

Dawn M. Hindert
Notary Public

OFFICIAL SEAL
DAWN M. HINDERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-20-97

CGP:dh
1438L02

EXHIBIT "A"

Lot 20 of a Subdivision of the Northwest part of the Northwest Quarter of SEction 23; part of the East Half, Northeast Quarter and part of the Southeast Quarter of Section 22, Township 16 North, Range 5 West of the Third Principal Meridian as filed in Cabinet B, Page 289 as recorded at 3:20 p.m., June 12th, 1880 in the Sangamon County Recorder of Deeds.

EXCEPT:

Part of Lot 20 of the Subdivision of the Northwest part of the Northwest Quarter of Section 23 and the East Half of the Northeast Quarter and part of the Southeast Quarter of Section 22, all in Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois described as follows: From the Southwest corner of said Lot 20, North on the West line of said Lot 20, being the East right-of way line of Ninth Street, 10.00 feet to the Point of Beginning; thence continuing North 232.52 feet; thence deflecting to the right 89 degrees 05 minutes 26 seconds, 68.65 feet; thence deflecting to the right 90 degrees 05 minutes 10 seconds, 59.17 feet (actual 49.22 feet); thence deflecting to the left 90 degrees 04 minutes 54 seconds, 155.73 feet; thence deflecting to the right 90 degrees 07 minutes 47 seconds, 188.86 feet; thence deflecting to the right 88 degrees 44 minutes 48 seconds, 217.75 feet on the South line of said Lot 20; thence deflecting to the right 46 degrees 00 minutes 51 seconds, 13.89 feet to the Point of Beginning.

ALSO EXCEPTING:

A triangular parcel at the Northeast corner of Ninth Street and North Grand Avenue deeded to the City of Springfield, recorded in Deed Book 688 at Page 541, described as follows: Beginning at the intersection of the North right-of-way line of North Grand Avenue and the East right-of-way line of Ninth Street; thence Northerly along said East right-of-way line of Ninth Street, a distance of 10 feet; thence Southeasterly on a straight line to a point in the North right-of-way line of North Grand Avenue that is 10 feet Easterly from the Point of Beginning; Thence Westerly along the North right-of-way line of North Grand Avenue 10 feet to the Point of Beginning. Situated in Sangamon County, Illinois.

ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made for good and valuable consideration by THE STATE OF ILLINOIS, acting by THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES for the benefit of THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, as purchaser (**"Purchaser"**) under the Installment Purchase Agreement dated as of April 15, 1996 (the **"Installment Purchase Agreement"**) with LGG REALTY INVESTMENT CO., an Illinois general partnership (**"Seller"**). The Installment Purchase Agreement pertains to an inter-connected multi-building complex located in Springfield, Illinois on a 560,000 square foot site on North Grand Avenue at Ninth Street commonly known as the "Sangamo Office Complex" (the **"Facilities"**).

Purchaser acknowledges that it has entered into the Installment Purchase Agreement with Seller, and that Seller has previously entered into a certain Management Agreement dated April 15, 1996 with Pacific Management, Inc. for the Facilities (the **Management Agreement"**).

Purchaser is executing and delivering this Acknowledgment solely for the purpose of evidencing its agreement (subject to "Appropriations" defined below) to be bound by all of the provisions of the Management Agreement to the extent they bind or benefit the owner of the Facilities, and to make the payments required from such owner thereunder (collectively, the **"Undertakings"**). Since Purchaser is acquiring the Facilities in phases, the Undertakings shall apply only to the extent of those portions of the Facilities so acquired from Seller by Purchaser or by interim designees on its behalf including (without limitation), Public Asset Services Corp., an Illinois not-for-profit corporation (the **"State Designee"**).

Purchaser's Undertakings are subject to appropriation of funds therefor by the Illinois General Assembly, or the availability of funds held by LaSalle National Bank, N.A., a fiscal agent, and its successors, if any (the **"Fiscal Agent"**), appointed in connection with participations being issued by the State to finance its purchases under the Installment Purchase Agreement (in either case, **"Appropriations"**). In addition, the remedies for failures to perform the Undertakings shall be governed by the Management Agreement provided that they do not conflict with this Acknowledgment or agreements with the Fiscal Agent.

Except as provided herein, non-appropriation shall be deemed to occur if on the date (including any applicable grace period) on which the first payment of "Maintenance Expenses" in a "Fiscal Year" comes due, there has not been enacted into law appropriations of funds for the payment of the entire amount of Maintenance Expenses determined by the Fiscal Agent or the State Designee, as applicable, to be due during such Fiscal Year under the approved "Facilities Budget." (Terms enclosed in quotations marks have the meanings ascribed to them in the Management Agreement.) Notwithstanding the foregoing, non-appropriation shall <u>not</u> be deemed to have occurred if the Illinois General Assembly is still in session and general appropriations to the agency or agencies occupying the Facilities at the time are not yet determined.

Purchaser agrees that is will use its best efforts to cause the State and the agency or agencies occupying the Facilities to do all things lawfully in their power to request, pursue and obtain Appropriations, including requesting that the Governor include such funds in the Executive Budget and in supplemental appropriations.

At any time when the Purchaser, the State or any department or agency of the State (collectively, the **"State Group"**) owns the Facilities, and provided that no member of the State Group is able to occupy the Facilities, such owner may terminate the Management Agreement concurrently upon the sale and transfer of all of the Facilities provided that (a) the transferee is a third party purchaser directly and indirectly unrelated to the State Group and its members, (b) all sums payable by Purchaser under the Installment Purchase Agreement have been fully paid through the date of sale and transfer, and (c) all sums due the manager under the Management Agreement have been fully paid including any thereof calculated with reference to payments described in the preceding clause (b). The State Group shall exercise this termination right by giving the manager under the Management Agreement no less than one hundred eighty days' prior written notice.

Dated this ____ day of April, 1996.

THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES for the benefit of THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By: Michael J. Schwartz

Title: _____

THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By: M A Gadell

Title: Director

EPA SANGAMO Bldg

MANAGEMENT AGREEMENT

This Management Agreement (this "Management Agreement") made and entered into as of this 15th day of April, 1996, by and between LGG Realty Investment Co., an Illinois general partnership ("LGG"), and Pacific Management Inc., an Illinois corporation ("Facility Servicer"), having its principal offices at 541 North Fairbanks Court, Suite 1800, Chicago, Illinois 60611.

PRELIMINARY STATEMENT

LGG owns an inter-connected multi-building complex located in Springfield, Illinois on a 560,000 square foot site on North Grand Avenue at Ninth Street commonly known as the "Sangamo Office Complex." The Illinois Environmental Protection Agency currently occupies the complex. Facility Servicer presently manages the complex for LGG.

LGG has entered into an Installment Purchase Agreement for the purpose of selling the complex to the State of Illinois in three phases over a period of time presently expected to end on December 31, 1997. That period may be extended. The phases relate to portions of the complex which will be constructed or remodelled during this period. Participations will be issued to finance the purchases. The participations will be due at various times over a period ending on July 1, 2017 subject to acceleration under certain events.

To provide security for the full payment of the participations, certain rights under the Installment Purchase Agreement are being assigned to LaSalle National Bank, N.A., a fiscal agent, and title to the three phases of the complex will be conveyed to Public Asset Services Corp., as initial grantee. Another party may be substituted for either the fiscal agent or the initial grantee from time to time. Also, the State may cause the then grantee to sell unimproved portions of the complex. In addition, if any of the occupied portions of the complex are destroyed, damaged or condemned, the State may designate replacement facilities.

Upon full payment of the participations, the then grantee will convey title to the complex, less any previous sold unimproved land, plus any replacement facilities, to the State or as it directs.

LGG is responsible for securing management for the complex and has retained Facility Servicer for that purpose. It is the intention of LGG and Facility Servicer that such management relationship for the complex be retained at all times despite title transfers to or among LGG, the initial grantee, the fiscal agent, their respective substitutes, and the State or its designee (the from time-to-time owner of all or any portion of the Facilities is called the "Owner"). This intent is being evidenced by,

among other things, the separate acknowledgment of the State which is the ultimate owner of the Facilities under the Installment Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises herein contained, LGG and Facility Servicer agree as follows.

TERMS AND CONDITIONS

1. Definitions. In addition to the terms defined elsewhere in this Management Agreement, the following terms have the meaning given below unless the context clearly requires otherwise:

"Authorized Representative" means the written designee of Owner.

"Facilities" means the properties described in Exhibit A attached hereto, and all buildings and facilities thereon, and any improvements subsequently constructed thereon. A "Facility" means one of the Facilities, without distinction among them.

"Facilities Budget" means the budget prepared by Facility Servicer and approved by Owner pursuant to Section 5.

"Fiscal Year" means the Owner's fiscal year.

"Installment Purchase Agreement" means that certain Installment Purchase Agreement between Owner and the State dated as of February 1, 1996, as amended from time to time.

"Maintenance Expenses" means expenses of leasing, operating, maintaining and repairing the Facilities, including the Facility Servicer Fee, payable pursuant to this Management Agreement.

"Operating Account" means a bank account established for the benefit of Owner.

"Facility Servicer Fee" means the fee of Facility Servicer for performing its duties and responsibilities under this Management Agreement and calculated in the manner provided in Section 6.

"State" means the State of Illinois, acting by and through its Department of Central Management Services or acting by and through an agency of the State of Illinois.

"Tenants" mean the tenants under leases for space in the Facilities and other occupants of the Facilities under the Installment Purchase Agreement or otherwise

with the consent of Owner.

"Term" means the period commencing on the date of execution and delivery of this Management Agreement and ending on July 1, 2017, subject to automatic one-year extensions unless terminated at least ninety days before the start of each automatic annual renewal term.

2. Appointment and Acceptance. Owner hereby hires Facility Servicer as its sole representative and manager for the operation, maintenance, repair and management of the Facilities for the Term and Facility Servicer hereby accepts such appointment.

3. Term. Facility Servicer, upon not less than 60 days written notice to Owner, may terminate this Management Agreement effective upon the first day of a calendar month.

4. Duties and Responsibilities of Facility Servicer. Facility Servicer shall perform the services which are enumerated in this Section with respect to the Facilities except when performance thereof is prevented by strike, by fire, by other casualty or by any other event beyond the reasonable control of Facility Servicer and except to the extent that the amount necessary to pay for the performance of such services or to pay the Maintenance Expenses and the Facility Servicer Fee when due is not on deposit in the Operating Account. Anything to the contrary contained in this Management Agreement notwithstanding, Facility Servicer shall not be required to expend or apply any funds of Facility Servicer to pay for the performance of this Management Agreement.

(a) Facility Servicer shall (i) cause the efficient and businesslike supervision and inspection of the Facilities, (ii) cause the Facilities to be maintained in a clean and orderly manner in compliance with all applicable public health and safety laws, ordinances, rules, regulations and insurance policies relating to the use, maintenance and operation of the Facilities and according to reasonable standards acceptable to Owner including cleaning, painting, decorating, plumbing, carpentry, grounds care, heating, ventilating and air conditioning services, (iii) supervise routine maintenance and repairs and, subject to the sufficiency of the relevant Facility Budget (iv) contract with qualified contractors for the maintenance and repair of major mechanical systems and elevators and for maintenance employees of Facility Servicer, (v) not make any alteration or addition to any Facility or undertake any major repairs of any Facility if the estimated cost of labor and materials in any one instance is in excess of Five Thousand Dollars ($5,000.00) unless the cost thereof (1) is included in the relevant Facility Budget, or (2) is approved by Owner, or (3) is an emergency repair, and (vi) give special attention to preventive maintenance and, to the extent practicable, shall use the services of

employees of Facility Servicer.

(b) As requested by Owner, Facility Servicer shall arrange for (i) water, (ii) electricity, (iii) gas, (iv) sewerage, (v) trash disposal, (vi) janitorial services, (vii) vermin extermination, (viii) security, (ix) property and liability insurance and/or (x) third parties to provide for such utilities and services pursuant to such contracts and agreements as may be necessary to secure such utilities and services.

(c) Facility Servicer shall (i) systematically and promptly receive and investigate all service requests from Tenants, (ii) take such action thereon as may be justified, and (iii) keep appropriate records of such requests and action. (iv) Emergency requests shall be received on a twenty-four (24) hour per day basis. (v) Facility Servicer shall use its best efforts to initiate work orders responsive to non-emergency requests within seventy-two (72) hours. (vi) Complaints of a serious nature shall be reported to Owner promptly after investigation. (vii) If requested by Owner, Facility Servicer shall deliver to Owner copies of all service requests and the reports of responses thereto.

(d) Facility Servicer shall (i) if requested by Owner, promptly investigate and make a complete and timely written report to any appropriate insurance company and to Owner with respect to all accidents, claims and potential claims for damage to the Facilities and the estimated cost of repair thereof, (ii) prepare for the approval by Owner any reports required by any insurance company in connection therewith, (iii) subject to the approval of Owner, shall settle any claims against any insurance company, including the execution of proofs of loss, and the collection of insurance proceeds.

(e) Facility Servicer shall (i) hire competent employees required to perform the services of Facility Servicer pursuant to this Management Agreement. (ii) All persons so engaged shall be deemed employees of Facility Servicer and not of Owner but all expenses incurred in connection with the employment of such employees shall be Maintenance Expenses. (iii) Facility Servicer shall also hire an off-site Supervisor of Facilities (the "Facilities Supervisor"), at Facility Servicer's expense and not as a Maintenance Expense, who shall be responsible for the administration and supervision of Facility Servicer's duties hereunder. (iv) Upon written notice from Owner, Facility Servicer shall also hire an on-site building manager for the Facilities, as a Maintenance Expense, who shall be responsible for the on-site supervision of Facility Servicer's duties hereunder. (v) The compensation (including fringe benefits) of all employees of Facility Servicer shall be determined solely by Facility Servicer. (vi) Owner shall be responsible for the reimbursement of Facility Servicer for all compensation (including fringe benefits) payable to such employees and shall be responsible for local, state and federal taxes and

assessments (including, without limitation, social security taxes, unemployment insurance and worker's compensation insurance) incident to the employment of such personnel. (vii) Such compensation and expenses (but excluding those attributable to the Facilities Supervisor) shall be paid to Facility Servicer from the Operating Account and shall be deemed Maintenance Expenses of the Facility.

(f) As stated in the Preliminary Statement to this Agreement, the properties identified on Exhibit A are being acquired for the benefit of the State in phases. In the past, all of these properties have been operated as a single, unified, development managed by Facility Servicer or its affiliate. Owner acknowledges that the continued, unified, operation of all of the properties is in the best interests of their respective owners. Accordingly, and during any time there is more than one owner of the Facilities, Owner authorizes Facility Servicer to accommodate this goal to the extent practicable when performing its services under this Management Agreement; provided, however, that no expenses attributable to portions of the Facilities owned by other(s) shall be a Maintenance Expense hereunder. Notwithstanding the foregoing, to the extent all or any portion of the Facilities owned by other(s) is used by or for the benefit of Owner in common with such other owner(s) (such as parking lots), Facility Servicer is authorized to make a fair apportionment of the expenses attributable to such commonly-used portions, and include the same in Maintenance Expenses hereunder.

(g) In performing its services under this Management Agreement, Facility Servicer may rely on directions, consents and other communications from the Authorized Representative from time to time, and shall not be obligated to inquire into the authority of said party unless Facility Servicer receives a written notice from Owner designating a new Authorized Representative.

5. Facilities Budgets. At least 60 days before the first day of each Fiscal Year during the Term, Facility Servicer shall deliver to Owner for its approval a budget for the Facilities (a "Facilities Budget") for the next calendar year substantially in the format of Exhibit B attached hereto, or in such other format as may be established by Facility Servicer and approved by Owner. Each Facilities Budget shall estimate for such Facilities the amount of those categories of Maintenance Expenses (including the Facility Servicer Fee) which will be incurred in the next calendar year, together with a proposed "Capital Reserve Account" for that year. Owner shall provide Facility Servicer with its approval or disapproval thereof within 30 days after submission to it of the Facilities Budget. In the event Owner fails to either approve or disapprove any Facilities Budget within said 30 day period, then the approval of Owner shall be deemed to have been given. In the event Owner expressly disapproves of the Facilities Budget within said 30 day period, then the written notice of disapproval of

Owner shall set forth the reasons of Owner for such disapproval. Within ten days after receipt of such notice of disapproval, Facility Servicer shall provide Owner with an amended and modified Facilities Budget. The review and approval procedures set forth herein shall apply to all such resubmittals. Facility Servicer and Owner agree that in the budgeting process, Facility Servicer will advise Owner, and Owner will take into account, the various facts and circumstances forming the basis for any given line item in the proposed Facilities Budget; provided, however, that in the event the parties cannot agree on the Facilities Budget, the final determination of Owner with respect thereto shall be conclusive and binding upon Facility Servicer. The Facility Servicer Fee has been established at the outset of this Agreement, and does not require any subsequent approvals from Owner in the annual budgeting process.

6. Facility Servicer Fee. In consideration of the services performed by Facility Servicer, Owner shall pay to Facility Servicer in advance on the first day of each month during the Term a "Facility Servicer Fee" equal to the following.

(a) At all times during which the Installment Purchase Agreement is in effect, the sum of Ten Thousand Four Hundred Fifty-Nine and 48/100 Dollars ($10,459.48), or

(b) At all times during which the Installment Purchase Agreement is not in effect for any reason whatsoever, four and one-half percent (4.5%) of the "Gross Collections" collected during the preceding calendar month. "Gross Collections" means all rents including (without limitation) rents payable under Leases and all late payment fees and termination fees, if any thereunder, and all other income derived from the ownership and operation of the Facilities and actually collected, but excluding interest on investments, discounts and dividends on insurance, insurance proceeds, security deposits, condemnation proceeds, sale proceeds (unless they are payments under the Installment Purchase Agreement) or refinancing proceeds, if any; and

(c) At all times, regardless of the status of the Installment Purchase Agreement, an amount equal to four and one-half percent (4.5%) of the aggregate of:

(i) all Maintenance Expenses incurred with respect to the Facilities during the preceding calendar month, except that for purposes of the calculations set forth in this sub-clause (b)(i) only Maintenance Expenses shall not include the Facility Servicer Fee, and

(ii) one twelfth of the amount deposited in the "Capital Reserve Account" established in the approved Facilities Budget for the year in which such payment is due, if any, and

(iii) all disbursements (other than Maintenance Expenses and other than disbursements from the Capital Reserve Account) for maintenance or management of any Facility or for repairs, additions, alterations or capital improvements to any Facility incurred during the preceding calendar month, and

(iv) all payments, if any, made by the purchaser under the Installment Purchase Agreement during the preceding calendar month other than the "Base Installment Payments" payable thereunder, or other sums, if any, already included under the preceding sub-clauses (i), (ii) and (iii).

The Installment Purchase Agreement is being used as a reference for the calculation of a portion of the Facility Servicer Fee. Facility Servicer is a not a party to that instrument. Owner agrees not to make any modifications to the Installment Purchase Agreement, and agrees not to accept a voluntary termination of that agreement, in any way, which would reduce the total amount of the Facility Servicer Fee payable under the preceding clauses, or would delay its payment, or could otherwise frustrate this Agreement.

7. Disbursement of Funds.

(a) Facility Servicer shall cause the following disbursements to be made from the Operating Account when due:

(i) the Facility Servicer Fee; and

(ii) all other Maintenance Expenses; and

(iii) disbursements from the Capital Reserve Account; and

(iv) Facility Servicer shall cause any amounts remaining in the Operating Account and not budgeted as an Maintenance Expense to be accounted for in the following year's budget.

(b) If the balance in the Operating Account is at any time insufficient to pay any amount due and payable under this Management Agreement, then Facility Servicer shall so advise Owner and Owner shall promptly deposit the deficiency in the Operating Account. If the balance in the Operating Account is not sufficient for payment of all or any part of any amount due under this Management Agreement during the calendar year in which such payments become due and payable, Facility Servicer shall have the right, but shall not be obligated, to advance such payments. If Facility Servicer advances any portion of such payments for which Owner is responsible or liable under this

Management Agreement, then Owner shall pay Facility Servicer within ten days after notification an amount equal to the sum of such payments advanced and the costs incurred by Facility Servicer in making such advance.

8. Records and Reports.

(a) Facility Servicer shall keep true, complete and up-to-date records of the leasing, operation and maintenance of the Facilities. Facility Servicer shall furnish to Owner copies of all contracts and agreements related to the Facilities.

(b) At all times during the Term, Facility Servicer shall maintain, at its expense, in accordance with generally accepted accounting principles complete books, records and accounts that accurately reflect all receipts from the Facilities, all Maintenance Expenses and all other expenditures. Said books, records and accounts shall be available to Owner and its representatives for examination, inspection and audit.

(c) Facility Servicer shall furnish to Owner such information as Owner may request regarding the financial, physical, or operational condition of the Facilities.

(d) On or before the twenty-fifth day of each month during the Term, Facility Servicer shall deliver to Owner a statement of receipts and of Maintenance Expenses and other disbursements incurred during the previous month, a schedule of accounts receivable and payable and reconciled bank statements for the Operating Account as of the end of the previous monthly period.

9. Insurance. Owner shall advise Facility Servicer of the insurance coverage to be obtained with respect to the Facilities and their operations, and Facility Servicer shall use its best efforts to cause such insurance to be obtained and to be kept in effect during the Term; provided, however, that Facility Servicer shall not be responsible if such insurance is not obtained because it is not available at commercially reasonable rates or if the funds in the Operating Account are insufficient to pay the premiums therefor. Insurance premiums shall be paid from the Operating Account and shall be deemed Maintenance Expenses. All insurance shall be placed with such insurance companies licensed to do business in Illinois and shall provide such scope of coverage, endorsements and minimum limits of liability as are acceptable to Owner and Facility Servicer. Facility Servicer shall be a named insured under all public liability insurance policies affecting the Facilities and there shall be a waiver of the right of subrogation from the insurer with respect to Facility Servicer under all casualty insurance policies.

Any insurance policy issued pursuant to this Section shall provide that Facility Servicer and Owner shall be notified of any proposed cancellation of such policy 30

days prior to the date set for cancellation. The proceeds under such insurance shall be payable to Owner and Facility Servicer, as their interests may appear under the terms and provisions of this Management Agreement.

In the event of any loss, damage, injury or accident involving any Facility, the Owner shall promptly provide or cause to be provided to Facility Servicer written notice thereof and make available or cause to be made available to Facility Servicer all information and documentation relating thereto.

10. Notices. All notices to be given under this Management Agreement shall be in writing and mailed by certified mail return receipt requested to the other party at its address set forth below or at such address as such party may provide in writing from time to time.

If to Facility Servicer:	Pacific Management Inc. 541 North Fairbanks Court Suite 1800 Chicago, Illinois 60611 Attn: Ms. Joan Brennan
And to:	Pacific Management, Inc. 424 North Fourth Street Suite 100 Springfield, Illinois 62702 Attn: Mr. Patrick Somers
or if to LGG, as current Owner	LGG Realty Investment Co. 5231 South Sixth Street Springfield, Illinois 62707 Attn: Mr. Michael Smith

Any such notice shall be deemed to have been received five days subsequent to mailing. Subsequent Owner(s) shall notify Facility Supervisor of an appropriate address for notices in connection with the delivery of documents establishing such party as a subsequent Owner under Section 11.

11. Successors and Assigns.

(a) Without the prior written consent of Owner, which consent shall not be unreasonably withheld or delayed, Facility Servicer shall not assign, transfer or convey this Management Agreement or any interest herein without the consent of Owner except to an affiliate of Facility Servicer or to a successor corporation or other business entity into or with which Facility Servicer shall be merged or consolidated or to which substantially all of Facility Servicer's assets may be

transferred.

An "affiliate" of Facility Servicer means (i) a corporation or other entity a majority of the voting power in which is controlled, directly or indirectly, by Facility Servicer or a majority of the shareholders of Facility Servicer, (ii) a corporation or other entity which controls, directly or indirectly, a majority of the voting power in Facility Servicer, or (iii) a corporation or other entity a majority of the voting power in which is controlled, directly or indirectly, by a person, corporation or other entity which also controls, directly or indirectly, a majority of the voting power of Facility Servicer.

(b) If all or any portion of any Facility or any interest therein is voluntarily or involuntarily transferred in any manner (other than possessory interests to Tenants) during the Term, (i) Owner shall not be relieved of its duties and obligations under this Management Agreement, (ii) no such transfer shall be effective unless and until such assignee (other than an assignee who provides a loan and for whom such assignment is a security device only) assumes the obligations and duties of Owner hereunder, and (iii) if less than all of the then Facilities are affected, this Management Agreement shall be deemed to be divisible, and shall continue in effect as to each of the respective owners of their respective portions of the Facilities. Upon an assumption described in the foregoing sub-clause (ii), or a division under the foregoing sub-clause (iii) and so long as the successor owner observes this Management Agreement as it applies to its portion of the Facilities, the assigning Owner shall be relieved of further duties and obligations under this Management Agreement.

(c) As stated in the Preliminary Statement to this Agreement, the State may acquire replacement facilities for those portions of the Facilities which are damaged, destroyed or condemned. It is the intent of the parties that Facility Servicer be afforded the right to manage such replacement facilities on the same terms and conditions as provided in this Agreement. Owner on its own behalf and on behalf of the from time to time successor owner(s) of the Facilities agrees to provide timely notice to Facility Servicer of any such replacement, and afford the opportunity described in this clause (c). Nothing in this clause (c) shall be deemed to permit a termination of this Agreement with respect to any portion of the Facilities which is damaged, destroyed or condemned in the absence of a substitute management agreement with Facility Servicer for the replacement facilities.

(d) It is the intent of the parties that covenants, agreements and obligations to be performed by Owner hereunder shall be binding upon Owner and its successors and assigns who become owners of any Facility during the Term, including (without limitation) all of the parties described in the Preliminary Statement to this Agreement. As stated in the Preliminary Statement, this

intent is being evidenced by, among other things, the separate acknowledgment of the State which is the ultimate owner of the Facilities under the Installment Purchase Agreement. Facility Servicer and Owner are concurrently filing a short form Memorandum of this Management Agreement reflecting the existence of this Management Agreement and that it constitutes a covenant, running with the land. Owner is also causing the legal title holder of the Facilities, Bank One, Springfield, not personally, but as Trustee under Trust No. 5312603, to execute this Agreement for purposes of binding the land. If there is a conflict or inconsistency between such Memorandum and this Management Agreement, this Management Agreement shall control.

(e) Subject to the foregoing provisions of this Section 11, this Management Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Defaults. If either party materially defaults for a consecutive period of more than 30 days in observing or performing any of its material obligations under this Management Agreement, it shall be considered to be in default, and the other party shall have all rights and remedies available to it at law or in equity. Notwithstanding the foregoing, (a) no default shall be deemed to have occurred in the absence of notice from the other party specifying the alleged default in reasonable detail, (b) no default shall be deemed to have occurred if the default cannot reasonably be cured within the said 30 day period unless the party responsible for the cure has failed to commence the cure within that period and thereafter has failed to use reasonable diligence and good faith to cure the alleged default, and (c) Facility Servicer shall not be deemed to be in default at any time (i) when its inability to observe or perform its duties or obligations under this Management Agreement is based on a lack of sufficient funds in the Operating Account to pay Maintenance Expenses or other costs, and (ii) unless it has engaged in a deliberate course of action or inaction which shows an actual or deliberate intention to cause a default which, if not intentional, shows an utter indifference to or conscious disregard for, the substantive duties of a material nature imposed on Facility Servicer under this Management Agreement. The failure to pay money shall neither require a notice under the forgoing clause (a) nor allow an extension of the cure period under the foregoing clause (b).

13. Section Headings; Preliminary Statement. All section headings contained in this Management Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Management Agreement. The Preliminary Statement is incorporated into the Terms and Conditions of this Management Agreement.

14. Governing Law. This Management Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Illinois.

15. Entire Agreement; Severability; Waiver; Amendment. This Management Agreement, which includes all Exhibits and other attachments hereto, and other documents or instruments executed by Owner and Facility Servicer in connection herewith, constitutes the entire agreement between the parties with respect to the management and servicing of the Facilities, and this Management Agreement shall not be modified, amended, altered, or changed except with the written consent of both Owner and Facility Servicer. The existing management agreement between Facility Servicer and LGG will be terminated when this Management Agreement becomes effective. Any provision of this Management Agreement found to be prohibited by law or deemed inoperative at any time shall be ineffective to the extent of such prohibited without invalidating the remainder of this Management Agreement. The waiver by either party hereto of any breach by the other party of any term or condition hereof shall not operate as a waiver of any subsequent breach thereof.

16. Time. Time is of the essence of this Management Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties have executed this Management Agreement by their authorized signatories as of the date first written above.

FACILITY SERVICER:

PACIFIC MANAGEMENT INC.

By: _____
Name: PATRICK SOMERS
Title: Senior Vice President

LGG, and CURRENT OWNER:

LGG REALTY INVESTMENT CO.

By: _____
Name: Thomas C. Lange
Title: A general partner

By: _____
Name: Farrell Gay
Title: A general partner

By: _____
Name: F. W. Gumpert
Title: A general partner
(being all of the general partners thereof)

BANK ONE, SPRINGFIELD, not personally, but as Trustee under Trust No. 5312603

By: Annette M. Pope
Name: _____
Title: Client Services Officer

This instrument is executed by Bank One, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Bank One are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Bank One by reason of any of the covenants, statements, representations or warranties contained herein. WITTRUSTEE

EXHIBIT "B"

ANNUAL OPERATING BUDGET

Property: SANGAMO OFFICE COMPLEX
9th & North Grand, Springfield, Illinois

AREA: _____

DATE: 22-Apr-96

CATEGORY	199_ July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	ANNUAL EXPENSE
FACILITIES RENT:													
Base Rent Payment													0
CAPITAL RESERVE													0
OPERATING EXPENSES													
Property Insurance													0
Real Estate Taxes													0
Electric Meter													0
Gas Meter													0
Water & Sewer													0
Fire Protection													0
Maintenance Salaries													0
Overtime													0
Employer FICA													0
Employer FUTA													0
Employer SUTA													0
Employee Benefits													0
Workman's Comp Ins.													0
Office Expenses													0
Misc. Operating													0
Management Fee													0
HVAC Maintenance													0
Maintenance Supplies													0
Structural Repairs													0
Contractual Services													0
Janitorial Service													0
Elevator Maintenance													0
Grounds Maintenance													0
Snow Removal													0
Security													0
UPS System Maint.													0
Card-Key Maint													0
Bi-annual SBAS Inspection													0
Fire Equipment maint.													0
TTL Operating Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0

Commercial Properties Budget Detail
FISCAL YEAR: ____

SANGAMO OFFICE FAILITY - ENVIRONMENTAL PROTECTION AGENCY
Sq. Ft. Date: 22-Apr-96

RENT PAYMENT

PSF	SF	DATE		
	0			Base rental: per ICAP 11/7 Summary
	0			
ERR	0		0	TOTAL INCOME
CAPITAL RESERVE: 2%			0	

OPERATING EXPENSES	$/SF	MONTH	ANNUAL	EXPLANATION
Insurance:				
Real Estate Taxes:				
Utilities:				
House Meter:				
Gas Meter:				
Water & Sewer:				
Fire Protection:				
				UTILITIES TOTAL
Maintenance Payroll:				
Salaries:				
Overtime				
FICA				
FUTA				
SUTA				
Benefits				
WORK-Comp				
				TOTAL MAINT. STAFF COST
Office Expenses:				
Misc. Operating				
Management Fee:				
HVAC Maintenance				
				HVAC TOTAL
Maintenance Supplies:				

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assumption Agreement**") is dated as of the _____ day of April, 1996, and is between LGG REALTY INVESTMENT CO., an Illinois general partnership ("**LGG**") and PUBLIC ASSET SERVICES CORP., an Illinois not-for-profit corporation ("**PASC**").

PRELIMINARY STATEMENT

LGG owns an inter-connected multi-building complex located in Springfield, Illinois on a 560,000 square foot site on North Grand Avenue at Ninth Street commonly known as the "Sangamo Office Complex." The complex (collectively, the "**Facilities**") is legally described in the Management Agreement dated April 15, 1996 ("**Management Agreement**") attached to this Assumption Agreement as Exhibit A.

LGG has entered into an Installment Purchase Agreement dated as of April 15, 1996 ("**Installment Purchase Agreement**") for the purpose of selling the Facilities to the State of Illinois in three phases over a period of time presently expected to end on December 31, 1997. The phases relate to portions of the Facilities which will be constructed or remodelled during this period.

Participations will be issued to finance the purchases. The participations will be due at various times over a period ending on July 1, 2017 subject to acceleration under certain events.

To provide security for the full payment of the participations, certain rights under the Installment Purchase Agreement are being assigned to LaSalle National Bank, N.A., a fiscal agent, and title to the three phases of the Facilities will initially be conveyed to PASC. Upon full payment of the participations, the then grantee will convey title to State.

LGG is responsible for securing management for the Facilities and has retained Pacific Management, Inc., an Illinois corporation ("**Facility Servicer**") for that purpose under the Management Agreement. Facility Servicer is entitled to remain as manager for the Facilities at all times until the stated termination of the Management Agreement, as that term may be extended, despite title transfers to or among LGG, PASC, the fiscal agent, their respective substitutes, and the State or its designee (the from time-to-time owner of all or any portion of the Facilities is called the "**Owner**").

The Management Agreement states that it is divisible when portions of the Facilities are owned by different Owners, and contemplates the assumption of that agreement by the then Owner(s) from time-to-time. This Assumption Agreement satisfies that provision with respect to all transfers to PASC.

NOW THEREFORE, in consideration of the mutual promises herein contained, LGG and PASC agree as follows.

AGREEMENTS

1. Incorporation. The Preliminary Statement is incorporated into this Assumption Agreement.

2. Assignment. LGG hereby assigns the Management Agreement to PASC, effective as of the date(s), and as to portion(s) of the Facilities, as and when acquired by PASC from time to time.

3. Assumption. PASC hereby agrees to assume the rights and obligations of LGG under the Management Agreement as of the date(s), and as to portion(s) of the Facilities, as and when acquired by PASC from time to time, provided, however that such assumption shall be expressly subject to the Acknowledgement of the State which is being executed and delivered concurrently herewith, a copy of which is attached to this Assumption Agreement as Exhibit B (the **"State's Acknowledgment"**). PASC is obligated to perform its contract of assumption only to the extent of the State's Acknowledgment.

4. Successors and Assigns. This Assumption Agreement is binding on PASC and its successors and assigns who become Owners.

IN WITNESS WHEREOF, this Assumption Agreement has been executed by the parties hereto, as of the day and year first above written.

PASC:

PUBLIC ASSET SERVICES CORP.~~ORATION~~

By: _____
Name: Michael W Scott
Title: President

LGG:

LGG REALTY INVESTMENT CO.

By: _____
Name: Thomas C. Lange
Title: A general partner

By: _____
Name: Farrell Gay
Title: A general partner

By: _____
Name: F. W. Gumpert
Title: A general partner
(being all of the general partners thereof)

LEGAL TITLE-HOLDER:

BANK ONE, SPRINGFIELD, not personally, but as Trustee under Trust No. 5312603

By: Annette M. Papin
Name: _____
Title: Client Service Officer

This instrument is executed by Bank One, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Bank One are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Bank One by reason of any of the covenants, statements, representations or warranties contained in the INSTRUMENT.