

Installment Purchase Agreement – ISAC
– Deerfield

INSTALLMENT PURCHASE AGREEMENT

By and Between

**NBD TRUST COMPANY OF ILLINOIS,
not personally but solely as trustee
under Trust Agreement dated September 12, 1991
and known as Trust No. 1223-CH,
as Seller**

and

**THE STATE OF ILLINOIS
Acting by
THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
for the benefit of
THE ILLINOIS STUDENT ASSISTANCE COMMISSION,
as Purchaser**

**Dated as of October 18, 1991
As Amended and Restated as
of March 1, 1992**

VII. BENEFICIARY DOCUMENTS

- (a) General Certificate of Beneficiary as to (i) due organization, valid existence and good standing; (ii) due authorization, execution and delivery by the Beneficiary of the trust agreement governing the Seller and the Beneficiary Documents; (iii) no conflict, breach or default due to execution and delivery of the foregoing; and (iv) no litigation adversely affecting the foregoing. 37
- (b) Certified Letters of Direction to Seller. 38

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- (a) Approving legal opinion of Foley & Lardner, Special Counsel, as to the Participations. 39
- (b) Supplemental opinion of Special Counsel addressed to the Underwriter. 40
- (c) Defeasance Opinion of Special Counsel addressed to the 1992 Fiscal Agent. 41
- (d) Opinion of Senior Attorney for ABN AMRO North America, Inc., counsel to the 1999 Fiscal Agent. 42
- (e) Opinion of Hart, Southworth & Witsman, counsel to the 1992 Fiscal Agent. 43
- (f) Opinion of Ash, Anos, Freedman & Logan, L.L.C., counsel to the Beneficiary. 44
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WHEREAS, Seller and Purchaser now desire to supplement the Installment Purchase Agreement, as amended and restated as of March 1, 1992;

NOW, THEREFORE, in consideration of the moneys to be paid under the Installment Purchase Agreement and this Supplement and the covenants and agreements contained in this Supplement, it is agreed by and between the parties as follows:

1. Certain Defined Terms. Capitalized terms defined in the 1999 Fiscal Agent Agreement shall, for purposes of this Supplement, have the meanings set forth in the 1999 Fiscal Agent Agreement. In addition to the terms defined elsewhere in this Supplement, the following terms have the meanings given below unless the context clearly requires otherwise:

"Additional Installment Payments" means the payments required to be made pursuant to Section 2(c) of this Supplement.

"Administrative Expenses" means the reasonable ordinary and extraordinary annual fees and expenses, including legal and other professional and consulting fees and expenses of the 1999 Fiscal Agent and the Seller relating to this Supplement as provided in the 1999 Fiscal Agent Agreement.

"Advance Installment Payments" means the payments of Base Installment Payments permitted to be made by Purchaser pursuant to Section 2(h) of this Supplement.

"Agreement" means the 1992 Installment Purchase Agreement, as supplement by this Supplement, and as may be further amended or supplemented from time to time.

"Assignments" means written instruments evidencing the Seller's sales and assignments of certain rights under the 1992 Installment Purchase Agreement and Section 30 of this Supplement, respectively, but shall not include an assignment with respect to the 1992 Fiscal Agent after the 1992 Participations no longer are outstanding.

"Assignment Closing Date" for an Assignment means the related Assignment Closing Date referred to in Section 32 of the Agreement (without regard to the Supplement) and Section 30 of this Supplement.

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

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

"Base Installment Payments" means collectively the 1992 Base Installment Payments and 1999 Base Installment Payments required to be made pursuant to Section 2(b) of the Agreement (without regard to the Supplement) and as is also set forth in *Exhibit B*, pursuant to Section 2(b) of this Supplement.

"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.

"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.

"Commission" means the Illinois Student Assistance Commission.

"Event of Default" means the occurrence of any of the events set forth in Section 18 of this Supplement.

"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 facilities described in *Exhibit A* to this Supplement, as the same may from time to time be amended in accordance with this Supplement, and any replacement facilities as provided by Section 17 of this Supplement.

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

"Fiscal Agent Agreements" means the 1992 Fiscal Agent Agreement (while any 1992 Participations are outstanding) and the 1999 Fiscal Agent Agreement.

"Fiscal Agents" means the 1992 Fiscal Agent (while any 1992 Participations are outstanding under the 1992 Fiscal Agent Agreement) and LaSalle Bank National Association, acting as fiscal agent under the 1999 Fiscal Agent Agreement (the "1999 Fiscal Agent").

"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* for payment of 1999 Base Installment Payment.

"Installment Payments" means the 1999 Base Installment Payments, the Additional Installment Payments and other payments due under this Supplement during the Term.

"Installment Purchase Agreement" means the Agreement.

"Insurers" means the 1999 Insurer and the 1992 Insurer.

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

"1999 Assignment" means the Assignment with respect to the 1999 Fiscal Agent.

"1999 Base Installment Payments" means the Base Installment Payments made by the State to the 1999 Fiscal Agent.

"1999 Fiscal Agent Agreement" means the Fiscal Agent Agreement between the Seller and the 1999 Fiscal Agent, dated as of June 1, 1999, entered pursuant to and for the purposes set forth in Section 30 of this Supplement.

"1999 Insurer" means Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company.

"1992 Base Installment Payments" means Base Installment Payments required to be paid to the 1992 Fiscal Agent.

"1992 Fiscal Agent Agreement" means the Fiscal Agent Agreement between the Seller and the 1992 Fiscal Agent, dated as of March 1, 1992.

"1992 Insurer" means Financial Security Assurance, as successor to Capital Guaranty Insurance Company.

"Permitted Encumbrances" means the Agreement, the Assignments, the Fiscal Agent Agreements 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 the Installment Purchase 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. N910946, effective March 31, 1992, issued by Near North National Title Corporation, relating to the Facilities; and

(g) mortgages, security interests or liens granted or incurred by the Seller and which have been removed or released to the satisfaction of the Purchaser.

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

"Retained Rights" means the Seller's rights under this Supplement which are not sold and assigned to the 1999 Fiscal Agent pursuant to the Assignments, including (i) Seller's rights under Section 8 of this Supplement, (ii) Seller's rights under Section 29 of this Supplement, and (iii) Seller's rights under Section 30 of this Supplement; 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 Base Installment Payments to the Fiscal Agents.

"Servicer" means a Servicer described in Section 29 of this Supplement and its successors and assigns.

"Term" means the period commencing on the Assignment Closing Date with respect to the 1992 Participations and ending on the later of: (i) June 30, 2013 or (ii) the date on which all Installment Payments shall have been paid in full.

2. Installment Payments.

(a) During the Term, Purchaser agrees to pay, in addition to all obligations under the Agreement, without regard to this Supplement, 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 Supplement. Installment Payments under this Supplement 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 Supplement is subject to the availability of lawful appropriations for that purpose or other lawfully available funds.

The obligations of the Purchaser under this Supplement for the payment of money are obligations of the State of Illinois, but solely to the availability of lawful appropriations to make those payments as provided by law. In addition, to the extent this Supplement provides for certain obligations specifically of the Commission, those shall be obligations solely of the Commission and not the State of Illinois.

(b) Subject to Section 2(e) of this Supplement, during the Term, Purchaser agrees to pay to Seller the 1999 Base Installment Payments as set forth in *Exhibit B* to this Supplement on the Installment Payment Dates set forth in such Exhibit, as the same may be revised pursuant to the Assignments. Each of the 1999 Base Installment Payments shall include principal and interest components as determined pursuant to the 1999 Assignment and set forth in a supplement to *Exhibit B*.

(c) Subject to Section 2(e) of this Supplement, 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 (to the extent not paid pursuant to the 1992 Installment Purchase 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 1999 Base Installment Payments from the gross income of the recipients thereof for federal income tax purposes, to the extent not otherwise paid. 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 1999 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 1999 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 (to the extent not paid pursuant to the 1992 Installment Purchase Agreement).

(d) Subject to Section 2(e) of this Supplement, amounts constituting Additional Installment Payments payable by Purchaser pursuant to Section 2(c)(i) and (ii) above shall be paid by Purchaser within thirty (30) days after certification from the 1999 Fiscal Agent, subject to the right of Purchaser to contest the assessment of any charges or taxes as provided in subparagraph (i) of Section 2(c) of this Supplement.

(e) Purchaser's obligation to pay Additional Installment Payments under this Supplement shall not exceed the amounts appropriated therefor by the Illinois General Assembly or on deposit with the 1999 Fiscal Agent and available for such payment. If funds are not so appropriated or on deposit with the 1999 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 1999 Fiscal Agent at their option. If the 1999 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 2(c) of this Supplement, the Commission and the Bureau of the Budget shall seek appropriation of funds for payment of such taxes and charges in accordance with Section 2(g) of this Supplement.

(f) Amounts necessary to pay 1999 Base Installment Payments shall be deposited by Purchaser with the 1999 Fiscal Agent by federal funds wire transfer not less than fifteen (15) 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 1999 Base Installment Payments or any portion of them which is not so deposited shall remain due and payable until received by the 1999 Fiscal Agent.

(g) Purchaser represents that funds have been appropriated to pay all amounts due under the Agreement from State-appropriated funds through the end of the current Fiscal Year. Purchaser represents that funds will be appropriated to pay all amounts due under the Installment Purchase Agreement through the end of Fiscal Year 2000, which begins on July 1, 1999 and ends on June 30, 2000. The Commission 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 General Revenue Fund to the Commission, 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 105/5257 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. The Commission represents that it will 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 Commission represents that the use of the Facilities is essential to the proper, efficient and economic operation of the Commission. 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 1999 Base Installment Payments in advance with respect to Facilities ("Advance Installment Payments") by depositing or causing to be deposited with the 1999 Fiscal Agent such Advance Installment Payments, together with a written notice of the Advance Installment Payments to the 1999 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 1999 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 18 of this Supplement.

(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 Supplement, including, without limitation, its rights to receive Installment Payments hereunder, to the 1999 Fiscal Agent pursuant to the 1999 Assignment, the 1999 Fiscal Agent Agreement or otherwise, and Purchaser agrees to perform and honor all of its obligations and liabilities under this Supplement, including, without limitation, its obligation to make Installment Payments hereunder, which obligations and liabilities shall, subject to the limitations set forth in Section 2(a) of this Supplement, 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 1999 Fiscal Agent is an express third party beneficiary of Purchaser's agreement described in the preceding sentence and that the 1999 Fiscal Agent shall be entitled to rely on such agreement.

3. Nonappropriation of Funds. If sufficient funds are not lawfully appropriated by the Illinois General Assembly to the Commission, and other funds are not on deposit with the 1999 Fiscal Agent which are available for payment of 1999 Base Installment Payments due during any Fiscal Year, the Commission will immediately notify the 1999 Fiscal Agent, the 1999 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 2(f) of this Supplement) on which the first payment of 1999 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 1999 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 1999 Base Installment Payments under this Supplement can be made in full from lawfully appropriated funds or funds on deposit with the 1999 Fiscal Agent, the rights and payment obligations of the Purchaser under this Supplement, including the obligation to pay 1999 Base Installment Payments, shall be subject to termination and cancellation; provided that such termination shall not apply to 1999 Base Installment Payment obligations for which sufficient funds have been lawfully appropriated by the Illinois General Assembly or are on deposit with the 1999 Fiscal Agent. In the event of such nonappropriation, the Commission 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 1992 Insurer if 1992 Participations remain outstanding, and of the 1999 Insurer, and shall, upon the written direction of such Insurers, exercise one or more of the remedies set forth in Section 19(a) through (e) of this Supplement, except as may be limited as provided in Sections 20 and 21 of this Supplement. In the event of such termination and cancellation, Purchaser agrees to surrender possession of 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 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 have been assigned to the 1992 Fiscal Agent and may be assigned as well to the 1999 Fiscal Agent, and Purchaser agrees that thereafter the Fiscal Agents shall be entitled to exercise all of such rights of Seller under this Agreement (except that the 1999 Fiscal Agent shall have no such rights while 1992 Participations remain outstanding under the 1992 Fiscal Agent Agreement). Purchaser agrees that the nonappropriation provisions of this Section 3 are not intended to be used as a substitute for convenience termination or for the purpose of replacing Facilities with other like facilities.

4. Pecuniary Liability. This Supplement 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.

5. 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 Supplement 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. 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 Agents and the Insurers. If that substitution occurs then in lieu of the Commission, Seller agrees to look to the substituted agency for any undertakings of the Commission under this Supplement.

6. Title; Adjustments to Base Installment Payments. The Seller or its nominee or designee will retain legal title to the Facilities until (a) the Purchaser prepays the outstanding principal component of 1999 Base Installment Payments pursuant to Section 14 of this Supplement, or (b) all payments of 1999 Base Installment Payments have been made or provided for, in each of which cases, and subject to provisions of the 1992 Installment Purchase Agreement, 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 3 of this Supplement 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 1999 Fiscal Agent shall direct, except no such conveyance shall be made by or to the 1999 Fiscal Agent while any 1992 Participations remain outstanding.

7. 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 Supplement become in any manner physically detached or removed from real estate or any building on such real estate.

8. Use; Repairs and Replacements. Purchaser and the Commission 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 Management Agreement or otherwise. Seller will, pursuant to the Management 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 8, 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 1999 Base Installment Payments. Seller has entered into a Management Agreement to provide for usual and customary services in the management and maintenance of the Facilities and Purchaser shall, subject to funds being appropriated for that purpose, provide for the payment of the management and maintenance fees and expenses required under the Management Agreement pursuant to the provisions of this Section 8 and Section 29 of this Supplement.

9. 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.

10. 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.

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

12. Risk of Loss; Damage; Destruction; Condemnation. 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 Supplement. 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 17 of this Supplement and cause such replacement facilities to become Facilities under this Supplement, or (c) direct the 1999 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 1999 Fiscal Agent Agreement.

13. Insurance. With respect to the Facilities, the State shall, 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 1999 Insurer. The State 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 1999 Insurer. The Seller and the 1999 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 1999 Insurer and the 1999 Fiscal Agent written notice thereof and make available or cause to be made available to Seller, the 1999 Insurer and the 1999 Fiscal Agent all information and documentation relating thereto.

14. Prepayments.

(a) To the extent specifically provided for in the 1999 Assignment and Section 29 of this Supplement, Purchaser will have the right or the obligation to prepay the principal component of certain 1999 Base Installment Payments in accordance with the 1999 Fiscal Agent Agreement.

(b) There may be credited against such optional or mandatory prepayment any funds available and held in trust by the 1999 Fiscal Agent for such purpose under the 1999 Fiscal Agent Agreement, as elected by the Purchaser. Upon the deposit of an amount sufficient for any such prepayment in whole with the 1999 Fiscal Agent all 1999 Participations shall be deemed paid, the Facilities shall, after payment of all other amounts due to the United States, the 1999 Fiscal Agent and the Seller pursuant to the Fiscal Agent Agreements or the Installment Purchase Agreement, be promptly conveyed to the Purchaser.

15. Assignment By Purchaser. During the Term, without the prior written consent of the Commission, Seller, the 1999 Insurer and the 1999 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 Supplement or the Facilities or any interest in this Supplement or the Facilities, or (ii) lease or lend the 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 the Facilities; provided that in no event shall any such action release the Purchaser from its obligations to make Installment Payments under this Supplement. The State expressly reserves the right, with the written consent of the 1999 Insurer, to direct the Seller and/or the 1999 Fiscal Agent to assign, transfer, convey, or otherwise dispose of unimproved land included in the Facilities; provided that such disposition does not significantly adversely affect the use and operation or value of the Facilities or result in any violation of any law, regulation, easement or agreement affecting the Facilities.

16. Tax Covenants. Purchaser covenants that it will take all steps within its power that are required to maintain the status of interest on the Participations as not included in the gross income of their Owners under federal income tax laws existing as of the date of the initial issuance of the Participations. Purchaser covenants 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 Supplement or the Facilities) if taking or omitting to take such action would cause any interest in this Supplement 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

1999 Base Installment Payments to be included in the gross income of the recipients thereof for federal income tax purposes.

17. Replacement Facilities/Replacement Agency. During the Term and subject to and in accordance with Section 16 of this Supplement, Purchaser may elect to substitute replacement facilities for Facilities which are destroyed, damaged or condemned and the State may elect to substitute a replacement agency of the State for the named Purchaser, with the prior written comment of the 1999 Insurer (and the 1992 Insurer while 1992 Participations remain outstanding), provided such replacement facilities and/or replacement Purchaser shall comply with the requirements of this Supplement and the 1999 Fiscal Agent Agreement and shall have a fair market value at the time such replacement Facilities become subject to the Agreement which is not less than the value of the Facilities being replaced; and provided the State delivers to the 1999 Fiscal Agent (and, if applicable, the 1992 Fiscal Agent) and the 1999 Insurer (and, if applicable, to the 1992 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 confirms that its representations and warranties with respect to the Facilities and itself apply to such replacement Facilities and replacement Purchaser. Purchaser shall be responsible for the payment of the costs relating to such substitution, and Seller shall have no liability with respect to such substitution. In the event replacement Facilities are acquired or improved in accordance with the provisions of this Section 17, *Exhibit A* shall be amended to reflect such acquisition. In the event a replacement Purchaser is substituted in accordance with this Section 17, 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 1999 Insurer, the Seller and the 1999 Fiscal Agent evidencing such substitution.

18. Events of Default. The term "Event of Default" as used in this Supplement, 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 2 of the Agreement (without regard to the Supplement) or Section 2(f) of this Supplement, 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 (without regard to the Supplement) or Section 2(f) of this Supplement, 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 2(c) of this Supplement shall be in addition to the notice set forth in this Section 18(b); or

(c) Purchaser fails to give notice of nonappropriation to the Seller, an Insurer or Fiscal Agent pursuant to Section 5 of the Agreement (without regard to the Supplement) or Section 2(f) of this Supplement 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 a 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.

19. 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 1999 Fiscal Agent may, with the written consent of the 1992 Insurer if 1992 Participations remain outstanding, and the written consent of the 1999 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 Supplement and all remaining Installment Payments under this Supplement (not to exceed an amount sufficient to pay all unpaid principal and accrued and unpaid interest included in 1999 Base Installment Payments and all other amounts payable under this Supplement) 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 1999 Fiscal Agent in the amount of the unpaid principal and accrued and unpaid interest components of 1999 Base Installment Payments, shall be paid to the Purchaser. Any amounts available for payment to the Purchaser under Section 22(c) of the 1992

Installment Purchase Agreement shall be applied as provided in that paragraph (c) as it relates to this Supplement;

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

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

In addition, Purchaser will remain liable, subject to funds being appropriated for that purpose, for all obligations under this Supplement 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 Supplement, when it is finally adjudicated by a court of competent jurisdiction that Purchaser is in default under this Supplement.

Notwithstanding any other provision in this Section, the 1999 Fiscal Agent shall have no right to exercise any remedy under paragraphs (b) or (c) while 1992 Participations remain outstanding, or to exercise the remedy under paragraph (a) when the same remedy shall have been elected by the 1992 Fiscal Agent, while any 1992 Participations remain outstanding or to exercise any other remedy which shall in any way adversely affect the 1992 Participations.

Purchaser acknowledges that Seller's rights to exercise remedies under this Section 19 may be assigned by Seller to the 1999 Fiscal Agent pursuant to Section 30 of this Supplement, and Purchaser agrees that Seller or the 1999 Fiscal Agent shall be entitled to exercise all remedies provided for in this Supplement.

20. 1992 Participations. Upon all 1992 Participations being no longer outstanding and the 1992 Fiscal Agent having been paid any additional amounts owed it, the 1992 Fiscal Agent shall have no further rights in respect of the Installment Purchase Agreement.

21. Subordination. (a) While any 1992 Participations remain outstanding, (i) all obligations of the Purchaser shall be subordinate and junior to all obligations of the Purchaser under the 1992 Installment Purchase Agreement (without regard to this Supplement), and (ii) the 1992 Fiscal Agent shall have a prior claim on all appropriations available for making payments under the 1992 Installment Purchase Agreement, to the extent amounts are due to the 1992 Fiscal Agent for 1992 Participation or its own amount. While any 1992 Participations remain outstanding, the Seller (and the 1999 Fiscal Agent) shall have no rights under this Supplement to exercise any remedy relating to the Facilities.

(b) This Supplement does not affect any rights of the Seller and the 1992 Fiscal Agent with respect to the 1992 Installment Purchase Agreement or with respect to amounts due with respect to 1992 Participations.

(c) The Purchaser covenants that it will perform in timely manner all its obligations under the Agreement and will not amend the Agreement (without regard to this Supplement) so as to change the amount or payment date of any Installment Payments under the Agreement (without regard to this Supplement).

22. 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:

American National Bank and Trust Company of Chicago,
not personally but solely as trustee
under Trust Agreement dated September 12, 1991
and known as Trust No. 1223-CH
8001 North Lincoln Avenue
Skokie, Illinois 60077
Attention: Land Trust Department

If to the 1992 Insurer:

Financial Security Assurance

350 Park Avenue
New York, New York
Attention: Municipal Underwriting Department

If to the 1999 Insurer:

Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
Attention: Surveillance Department

If to Purchaser:

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

and

The Illinois Student Assistance Commission
500 West Monroe Street
Suite 300
Springfield, Illinois 62704
Attention: Executive Director

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

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

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

25. Delivery of Related Documents. Purchaser will execute or provide, as requested by Seller or the 1999 Fiscal Agent, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this Supplement, including financing statements and similar documents.

26. Entire Supplement; Severability; Waiver; Amendment. This Supplement, which includes all Exhibits and other attachments, 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 Supplement shall not be modified, amended, altered, or changed except with the written consent of Purchaser and Seller and, from and after the 1999 Assignment Closing Date, the 1999 Fiscal Agent and the 1999 Insurer. 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 1999 Assignment Closing Date, the 1999 Fiscal Agent and the 1999 Insurer) of any breach by Purchaser of any term or condition of this Supplement shall not operate as a waiver of any subsequent breach of any term or condition of this Supplement.

27. Execution in Counterparts. This Supplement 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.

28. Payment on Non-Business Day. If pursuant to the terms of this Supplement 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.

29. Management Agreement. The Seller has entered into a Management Agreement with the Servicer pursuant to Section 8 of this Supplement, 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 8 of this Supplement; provided that the Purchaser's obligations to provide for payments due under the Management 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 Management Agreement; and, further provided that such Management Agreement shall not conflict with or otherwise affect the terms and conditions of this Supplement, the 1999 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 Management Agreement with the prior written consents of the Seller and the Purchaser, such consents not to be unreasonably withheld.

30. Seller's Assignment Option. Seller shall not assign, transfer, convey, lease, pledge, encumber or otherwise dispose of its right, title or interest in this Supplement without the prior written consent of Purchaser except as provided in this Section 30.

From and after the date below, Seller shall have the right, at its sole option, to sell and assign all of its rights, titles and interests under this Supplement, other than Retained Rights, to the 1999 Fiscal Agent.

Such sale and assignment shall be accomplished through the Seller's and the 1999 Fiscal Agent execution and delivery of the 1999 Assignment which shall be consented to and acknowledged by the Purchaser. The 1999 Assignment shall be executed and delivered on the Assignment Date but may provide that it shall become effective on the related Assignment Date or on a subsequent closing date (such date upon which that Assignment becomes effective being the "Assignment Closing Date"). On or before the Assignment Closing Date, Seller shall have satisfied all conditions precedent to the effectiveness of the Assignment as may be specified in the 1999 Assignment.

Notwithstanding anything in this Section 30, Seller shall have the right to grant a collateral assignment of and security interest in the Retained Rights, to a lender or lenders in connection with the refinancing of the Facilities to the 1999 Fiscal Agent; provided that any such grant shall in no way impair or derogate any of the rights of the 1999 Fiscal Agent, the Owners of Participations, or the 1999 Insurer under the 1999 Assignment and the 1999 Fiscal Agent Agreement and that such grant shall not provide the grantee any greater rights than the Seller possesses under this Supplement.

31. 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 caption "UNDERWRITING", 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, 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 rights provided in this Section 31 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 31 shall survive the delivery of the Participations.

32. Time of the Essence. Except as otherwise provided in this Supplement, time shall be of the essence in the construction of this Supplement.

Dated: June 29, 1999

Seller:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH, as Seller

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

By: David Rosenfeld

Name: David Rosenfeld

Its: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Purchaser:

THE STATE OF ILLINOIS
Department of Central
Management Services

By: _____

Name:

Its:

Illinois Student Assistance Commission

By: _____

Name:

Its:

32. Time of the Essence. Except as otherwise provided in this Supplement, time shall be of the essence in the construction of this Supplement.

Dated: June 29, 1999

Seller: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH, as Seller

By: _____
Name:
Its:

Purchaser: THE STATE OF ILLINOIS
Department of Central
Management Services

By: *M. A. [Signature]*
Name:
Its:

Illinois Student Assistance Commission

By: _____
Name:
Its:

32. Time of the Essence. Except as otherwise provided in this Supplement, time shall be of the essence in the construction of this Supplement.

Dated: June 29, 1999

Seller: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH, as Seller

By: _____
Name:
Its:

Purchaser: THE STATE OF ILLINOIS
Department of Central
Management Services

By: _____
Name:
Its:

Illinois Student Assistance Commission

By: James E. Matejka
Name:
Its:

Installment Purchase Agreement – ISAC
– Deerfield – Assignment

ASSIGNMENT

This Assignment is made this June 29, 1999 by American National Bank and Trust Company of Chicago, formerly known as NBD Trust Company of Illinois, not personally but solely as trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH, (the "Seller") and LaSalle Bank National Association, a national banking association, as Fiscal Agent (the "Fiscal Agent").

WITNESSETH:

Section 1. Recitals.

(a) The Seller and the State of Illinois, acting by the Department of Central Management Services for the benefit of the Illinois Student Assistance Commission, (the "Purchaser") have entered into a Supplement, dated as of June 1, 1999 (the "Supplement"), to an Installment Purchase Agreement, dated as of October 18, 1991, as amended and restated as of March 1, 1992, providing for the installment purchase of land, buildings and related facilities (the "Facilities") in the manner and on the terms set forth in such Agreement.

(b) Capitalized terms used in this Assignment and not otherwise defined shall have the meanings set forth in the Supplement or the Fiscal Agent Agreement (as defined in this Assignment).

(c) Concurrently with the execution and delivery of this Assignment, the Seller and the Fiscal Agent are executing and delivering a Fiscal Agent Agreement dated as of June 1, 1999 (the "Fiscal Agent Agreement"), pursuant to which the Fiscal Agent will (i) acquire the Seller's rights under the Supplement which are sold and assigned under this Assignment (the "Assigned Rights"), (ii) execute and deliver certificates of participations evidencing proportionate interests in the Assigned Rights and this Assignment (the "Participations") and hold the Assigned Rights and this Assignment for the benefit of the owners from time to time of the Participations and (iii) 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) Seller is making and entering this Assignment pursuant to Section 30 of the Supplement.

Section 2. Representations, Covenants and Warranties.

Seller 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) Seller is a land trust organized and validly existing under the laws of the State of Illinois.

(b) Seller by proper action has duly authorized the execution and delivery of and the due performance of its obligations under the Supplement, the Fiscal Agent Agreement, the Escrow Agreement, 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 Supplement, the Fiscal Agent Agreement, the Escrow Agreement and this Assignment (together, the "Transaction Documents").

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

(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 Seller, the financial condition or the operation of Seller or the transactions contemplated on Seller's part by the Transaction Documents or (b) would in any way adversely affect the validity or enforceability of the Transaction Documents (or of any other instrument required or contemplated for use in consummating the transactions contemplated by the Transaction Documents).

Section 3. Sale and Assignment.

Seller does sell, assign and transfer to the Fiscal Agent all of the Assigned Rights (consisting of all of Seller's right, title and interest in and under the Supplement, except for the Retained Rights), except as limited in Section 7 of this Assignment.

Section 4. Acceptance.

The Fiscal Agent accepts the sale and assignment provided for in this Assignment.

Section 5. Deposit of Funds.

In consideration of the sale and assignment made in this Assignment, the Fiscal Agent confirms that concurrently with the execution and delivery of this Assignment it has executed and delivered the Fiscal Agent Agreement and received from the original purchasers of the Participations the sum of \$164,741.37, in consideration of their purchase of the Participations, for deposit in accordance with the terms of the Fiscal Agent Agreement.

Section 6. Sale of the Participations.

(a) The amount received by the Fiscal Agent pursuant to Section 5 of this Assignment shall be held in trust and deposited in the following funds and accounts under the Fiscal Agent Agreement for the following purposes:

(i) the sum of \$72,760.14 of accrued interest, shall be deposited in the Interest Account for the purpose of paying the first interest components of Base Installment Payments due December 31, 1999;

(ii) the sum of \$91,981.23 shall be deposited in the Expense Fund for the purpose of paying Issuance Costs relating to the sale of the Participations, including, but not limited to, insurance premiums, placement agent fees and expenses, financial advisory fees and expenses, initial fees and expenses of the Fiscal Agent and legal and consulting fees and expenses; and

(iii) the remainder of the proceeds shall be transferred to the 1992 Fiscal Agent to provide, together with funds held by that 1992 Fiscal Agent, for the defeasance of the 1992 Participations.

(b) The 1999 Base Installment Payment Schedule specified in *Exhibit B* to the Supplement is amended and restated in its entirety as set forth in Appendix A to this Assignment and Appendix A shall be substituted as *Exhibit B* to the Supplement.

(c) The principal component of Base Installment Payments may be prepaid, in whole or in part, at the option of the State, at any time on or after July 1, 2009, and is subject to extraordinary mandatory prepayment, all as provided for in the Fiscal Agent Agreement. Any such prepayment shall also constitute a prepayment of corresponding Base Installment Payments under the Supplement.

(d) Seller shall provide such opinions, certificates and other documents, including a Form 8038-G and a Tax and Arbitrage Agreement signed by the Purchaser, as may be required in connection with the original sale of the Participations.

Section 7. Limitations.

This sale and assignment is junior and subordinate in all respects to the rights of Owners of 1992 Participations while any remain outstanding, and there shall be no rights of the Fiscal Agent with respect to the occupancy or sale of the Facilities while any 1992 Participations remain outstanding.

Section 8. 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 9. Exculpatory Provisions.

It is expressly understood and agreed by and between the parties to this Assignment, anything in this Assignment to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements made in

this Assignment on the part of the Seller while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Seller are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Seller or for the purpose or with the intention of binding said Seller personally but are made and intended for the purpose of binding only that portion of the trust property specifically described under Trust No. 1223-CH, and this instrument is executed and delivered by said Seller not in its own right, but solely in the exercise of the powers conferred upon it as trustee under Trust No. 1223-CH; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against American National Bank and Trust Company of Chicago, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Seller in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Dated: June 29, 1999

**AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,**
not personally but solely as trustee under Trust
Agreement dated September 12, 1991 and
known as Trust No. 1223-CH

By: _____

Name: _____

Its: _____

**LASALLE BANK NATIONAL
ASSOCIATION,**
as Fiscal Agent

By: *Margaret M. Muir*

Name: MARGARET M. MUIR

Its: Vice President

Dated: June 29, 1999

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
not personally but solely as trustee under Trust
Agreement dated September 12, 1991 and
known as Trust No. 1223-CH

By: David Rosenfeld
Name: DAVID S. ROSENFELD

Its: ASSISTANT VICE PRESIDENT

LASALLE BANK NATIONAL
ASSOCIATION,
as Fiscal Agent

By: _____
Name: _____

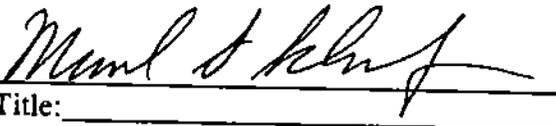
Its: _____

ACKNOWLEDGEMENT

The undersigned, the State of Illinois acting by the Department of Central Management Services for the benefit of the Illinois Student Assistance Commission (the "Purchaser") (i) acknowledges its receipt and review of the Assignment dated June 29, 1999 (as it may be amended, supplemented or otherwise modified from time to time, the "Assignment") executed by American National Bank and Trust Company of Chicago, formerly known as NBD Trust Company of Illinois, as trustee under that certain Trust Agreement dated as of September 12, 1991 relating to Trust No. 1223-CH (the "Seller"), in favor of LaSalle Bank National Association, a national banking association (the "Fiscal Agent"), pursuant to which the Seller has sold and assigned to the Fiscal Agent all of the Seller's rights, title and interest in, to and under the Supplement, dated as of June 1, 1999 (the "Supplement"), to the Installment Purchase Agreement dated as of October 18, 1991, as amended and restated as of March 1, 1992, including, without limitation, the Seller's right to receive all of the "Installment Payments" (as defined in the Supplement) and other payments due from the Purchaser under the Supplement, but excluding from such payments certain rights designated in the Supplement 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 Supplement, (iii) reaffirms its obligation and agreement to make all Installment Payments and other payments required to be made by it to the Seller under the Supplement directly to the Fiscal Agent as contemplated by the Assignment, and (iv) reaffirms its agreement that its obligations to make all such Installment Payments and such other payments shall be absolute and unconditional and will not be subject to any setoff, defense, counterclaim or recoupment whatsoever.

Dated: June 29, 1999

THE STATE OF ILLINOIS, by its
Department of Central Management Services
for the benefit of the Illinois Student Assistance
Commission

By: 
Title: _____

APPENDIX A

1999 BASE INSTALLMENT PAYMENT SCHEDULE

(1) Installment Payment Date	(2) Principal Component	(3) Interest Component	(4) Base Installment Payments
12/31/99		\$ 472,940.90	\$ 472,940.90
06/30/00	\$ 1,005,000	467,743.75	1,472,743.75
12/31/00		445,131.25	445,131.25
06/30/01	1,050,000	445,131.25	1,495,131.25
12/31/01		421,506.25	421,506.25
06/30/02	1,095,000	421,506.25	1,516,506.25
12/31/02		396,868.75	396,868.75
06/30/03	1,150,000	396,868.75	1,546,868.75
12/31/03		370,993.75	370,993.75
06/30/04	1,200,000	370,993.75	1,570,993.75
12/31/04		343,993.75	343,993.75
06/30/05	1,255,000	343,993.75	1,598,993.75
12/31/05		315,128.75	315,128.75
06/30/06	1,310,000	315,128.75	1,625,128.75
12/31/06		284,343.75	284,343.75
06/30/07	1,370,000	284,343.75	1,654,343.75
12/31/07		250,093.75	250,093.75
06/30/08	1,440,000	250,093.75	1,690,093.75
12/31/08		214,813.75	214,813.75
06/30/09	1,510,000	214,813.75	1,724,813.75
12/31/09		177,063.75	177,063.75
06/30/10	1,585,000	177,063.75	1,762,063.75
12/31/10		136,646.25	136,646.25
06/30/11	1,670,000	136,646.25	1,806,646.25
12/31/11		94,061.25	94,061.25
06/30/12	1,755,000	94,061.25	1,849,061.25
12/31/12		48,431.25	48,431.25
06/30/13	1,845,000	48,431.25	1,893,431.25
Total	\$19,240,000	\$7,938,837.15	\$27,178,837.15

Installment Purchase Agreement – ISAC
– Deerfield – Supplement

**1999 SUPPLEMENT TO
INSTALLMENT PURCHASE AGREEMENT**

This 1999 Supplement, dated as of June 1, 1999 (the "Supplement" or "1999 Supplement"), to the Installment Purchase Agreement was made and entered into as of October 18, 1991 and as amended and restated as of March 1, 1992 (the "1992 Installment Purchase Agreement"), is made by and between American National Bank and Trust Company of Chicago, formerly known as, NBD Trust Company of Illinois, not personally but solely as trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH, as seller ("Seller"), and the State of Illinois, acting by The Department of Central Management Services for the benefit of The Illinois Student Assistance Commission, as purchaser ("Purchaser").

WITNESSETH:

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 and for the refunding of such installments;

WHEREAS, Purchaser and Seller previously have executed and delivered the Installment Purchase Agreement, as amended and restated as of March 1, 1992, for the installment purchase of certain land, buildings and related facilities legal title to which is held on behalf of Seller;

WHEREAS, Seller has entered into a Fiscal Agent Agreement with National City Bank of Michigan/Illinois, N.A., formerly known as First of America Bank-Springfield, N.A., as fiscal agent (the "1992 Fiscal Agent") dated as of March 1, 1992 (the "1992 Fiscal Agent Agreement"), pursuant to which certain Base Installment Payments were assigned to the 1992 Fiscal Agent;

WHEREAS, pursuant to the 1992 Fiscal Agent Agreement, the 1992 Fiscal Agent issued Participations (the "1992 Participations") evidencing undivided interests in certain Base Installment Payments;

WHEREAS, pursuant to the 1992 Fiscal Agent Agreement, the 1992 Participations maturing after July 1, 2002 are being prepaid as of July 1, 2002 from amounts deposited in escrow with the 1992 Fiscal Agent, with 1992 Participations maturing on and prior to July 1, 2002 remaining outstanding (but are to be paid with amounts and interests held by the 1992 Fiscal Agent);

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INSTALLMENT PURCHASE AGREEMENT

This Installment Purchase Agreement made and entered into as of October 18, 1991, as amended and restated as of March 1, 1992, by and between NBD Trust Company of Illinois, not personally but solely as trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH, as seller ("Seller"), and the State of Illinois, acting by The Department of Central Management Services for the benefit of The Illinois Student Assistance Commission, 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 the date on which the Purchaser delivers a signed Acceptance Certificate.

"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 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" means a written instrument evidencing the Seller's sale and assignment of certain rights under this Agreement to the Fiscal Agent pursuant to Section 32 hereof.

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

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

"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 (Ill. Rev. Stat. ch. 127, ¶ 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.

"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 facilities sold to Purchaser pursuant to this Agreement and described in Exhibit A and Exhibit C to this Agreement, 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.

"Finance Act" means an Act in relation to State finance, approved June 10, 1919, as amended (Ill. Rev. Stat. ch. 127, § 137, et seq.).

"Fiscal Agent" shall mean First of America Bank - Springfield, N.A., acting as fiscal agent under the Fiscal Agent Agreement.

"Fiscal Agent Agreement" means the Fiscal Agent Agreement between the Seller and the Fiscal Agent, dated as of March 1, 1992, entered pursuant to and for the purposes set forth in Section 32 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.

"Management Agreement" means a Management Agreement between the Seller and the Servicer, relating to the Facilities purchased pursuant to this Agreement.

"Permitted Encumbrances" means this Agreement, the 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. N910946, effective March 31, 1992, issued by Near North National Title Corporation, 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 and which are removed or released to the satisfaction of the Purchaser on or before the Acceptance Date.

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

"Retained Rights" means the Seller's rights (i) to have the Facilities accepted for occupancy under Section 2(a) hereof, (ii) under the Construction Documents, (iii) under Section 3 hereof, (iv) assigned to the Purchaser under the third paragraph of Section 7 hereof, (v) under Section 11 hereof, (vi) under Section 31 hereof, (vii) under Section 32(b) hereof, and (viii) under other sections hereof as are necessary to enable the Seller's mortgage lender to enforce, prior to the Acceptance Date, its mortgage and its other collateral and security interests granted 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, would impair or otherwise affect the payment or enforcement of payment of Installment Payments to the Fiscal Agent.

"Servicer" means a Servicer described in Section 31 hereof and its successors and assigns.

"Specifications" means the Agency Programmed Requirements and Construction Documents for the Facilities as set forth in Exhibit C hereto.

"Term" means the period commencing on the Assignment Closing Date and ending on June 30, 2013.

2. Acquisition of Facilities.

(a) The Purchaser shall accept the Facilities for occupancy upon (i) the issuance of a temporary or permanent certificate of occupancy by the Village of Deerfield, 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 Fiscal Agent of the releases described in Section 32(c) hereof, and (iii) the receipt by the Fiscal Agent of the title documents and related instruments described in Section 9 hereof, which acceptance shall be evidenced by an Acceptance Certificate executed by Purchaser and delivered to the Seller and the Fiscal Agent not later than June 30, 1992 or such later date as may be reasonably required in order to enable Seller to complete the Facilities; provided, however, that any such later date shall not be later than November 30, 1993 or, in certain events as provided in Section 3.16(b)(i) of the Fiscal Agent Agreement, May 30, 1994; and further provided that any failure to deliver the Acceptance Certificate by November 30, 1993 or May 30, 1994, as the case may be, shall result in a mandatory prepayment of Base Installment Payments pursuant to Section 17 hereof but shall not constitute an Event of Default under this Agreement. Within 48 hours of initial occupancy of the Facilities, the Seller and Purchaser shall jointly inspect the Facilities and prepare a "punch list" of incomplete items to be completed by the Seller within a reasonable time thereafter. The 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 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 the Acceptance Certificate, 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) 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 Agency Programmed Requirements set forth as part of Exhibit C hereto 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 Agency Programmed Requirements. The Construction Documents, when approved by CMS, shall become part of Exhibit C and incorporated by reference herein. Purchaser shall, prior to the Acceptance Date, furnish quarterly status reports on the construction of the Facilities 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 beneficiaries and mortgagees 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 in accordance with § 67.02 of the Civil Administrative Code (Ill. Rev. Stat. ch. 127, § 63b13.2) and §§ 9(a) and 30 of the Finance Act (Ill. Rev. Stat. ch. 127, §§ 145(a) and 166); and, further provided, that, notwithstanding any other provision of this Agreement, Installment Payments applicable to periods prior to the Acceptance Date 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 is caused by the Purchaser, the Purchaser shall reimburse the 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 be payable from State-appropriated funds with respect to any period prior to the Acceptance Date.

(b) 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 Section 32 hereof. 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 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 is caused by the Purchaser, the Purchaser shall reimburse the 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. Base Installment Payments payable on each December 31 and June 30 shall be applicable to the period beginning on the preceding July 1 and January 1, respectively, and ending on such Installment Payment Date. Subsequent to the Assignment Closing Date, each of the Base Installment Payments shall include principal and interest components as determined pursuant to Section 32 hereof 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 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 amount of any deficiency in the Reserve Fund as of January 1 of any Fiscal Year, as certified in a writing by the Fiscal Agent delivered to the Bureau and CMS not later than February 15 of such Fiscal Year, such amount to be paid to the Fiscal Agent not later than the next succeeding August 1.

(v) 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. 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 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 Section 32 hereof. 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, Purchaser shall, subject to appropriation by the Illinois General Assembly, immediately pay the additional

amounts necessary to cover such deficiency upon notice thereof from the Fiscal Agent. Base Installment Payments shall be payable 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 the Governor shall include such amounts in the annual budget request to the General Assembly. Commencing with the Fiscal Year ending June 30, 1993, such budget requests and inclusions in the annual budgets by the Governor may, at the sole option of Purchaser, in lieu of the payments otherwise provided for herein, provide for payments of Installment Payments into the Facilities Management Revolving Fund established pursuant to Sections 5.257 and 8.26-1 of the Finance Act (Ill. Rev. Stat., ch. 127, §§141.257 and 144.26-1) 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, Seller's mortgagees, 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 an assignment of Seller's Retained Rights to Seller's mortgagee, 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 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, 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 (other than funds in the Reserve Fund) which are available for payment of Installment Payments due during any Fiscal Year, Purchaser will immediately notify the Fiscal Agent, the Insurer 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 Payments 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 termination and cancellation, Purchaser agrees to surrender possession of 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 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 the Fiscal Agent and Assignees shall be entitled to exercise all of the 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. Purchaser acknowledges and agrees that the Facilities are of a size, design, and capacity selected by Purchaser and that, except for the warranties set forth in the Construction Documents commencing upon the Acceptance Date, 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 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. THE PURCHASER SHALL NOT HAVE ANY RIGHT, CLAIM OR RECOURSE AGAINST ANY FISCAL AGENT OR ASSIGNEE WITH RESPECT TO THE FOREGOING MATTERS.

ever, to a reservation by Seller of a right to independently enforce such warranties and to assign such right to the Fiscal Agent effective on or after the Acceptance Date.

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 and that Seller will look solely to the Illinois Student Assistance Commission for the payment of any obligations under the terms and provisions of this Agreement. 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 any insurer or credit enhancer with respect to Base Installment Payments. If said substitution occurs then in lieu of the Illinois Student Assistance Commission, Seller agrees to look to said substituted agency for the undertakings of the Illinois Student Assistance Commission hereunder.

Seller certifies that it is not barred from receiving State contracts or subcontracts as a result of bribing, attempting to bribe or admitting to bribing an officer or employee of the State of Illinois (See Ill. Rev. Stat. 1987, ch. 127, par. 132.10-1), and is not barred from bidding on or receiving State contracts as a result of illegal bid rigging or bid rotating as defined in Section 33-E3 or 33-E4 of the Criminal Code of 1961 (See Ill. Rev. Stat. 1987, ch. 38, pars. 33-E3 and 33-E4), and is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (See Ill. Rev. Stat. ch. 68, pars. 101-103).

Seller, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal employment opportunity clause of Article VI of the Department of Human Rights rules is specifically incorporated herein. In compliance with the State and Federal Constitution, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State does not unlawfully discriminate in employment, contracts, or any other activity.

Seller certifies that, if it has been convicted of a felony, more than one year has transpired since the completion of

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 Seller, Seller's mortgagees, Beneficiary or Purchaser arising from and after the acceptance of the Facilities from (i) any condition that may thereafter be found to exist on, under or related to the Facilities, or (ii) a determination that the Facilities or any portion thereof violates any applicable Environmental Law, or (iii) the presence, use, generation, storage, release, threatened release, or containment, treatment, or disposal of any Hazardous Substances on, under or related to the Facilities or (iv) any damage, loss, injury or occurrence arising out of ownership, use or operation of the Facilities, 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 the Facilities. 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.

Seller hereby assigns to Purchaser during the Term, to the extent permitted by law and so long as no Event of Default has occurred hereunder and is continuing, all of its right and interest in any assignable warranties, expressed or implied, under any Construction Documents, and Seller authorizes Purchaser to enforce such warranties at Purchaser's expense, subject, how-

the sentence imposed for such offense (See Ill. Rev. Stat. 1989, ch. 127, par. 132.10-30. Seller further 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 (See Ill. Rev. Stat. 1989, ch. 102, pars. 3 and 3.1).

Seller and its employees certify that, to the best of their knowledge, it is not in default on an educational loan as provided in Public Act 85-827 (See Ill. Rev. Stat. 1989, ch. 127 par. 3551-3553).

9. Title; Adjustments to Base Installment Payments. On or before the Assignment Closing Date, Seller shall provide Purchaser with 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, Seller shall furnish evidence satisfactory to the Purchaser of its good and marketable fee simple title to the property described in Exhibit A free and clear of all construction and other liens, claims, encumbrances, easements, and restrictions except Permitted Encumbrances. Thereafter, the Seller will retain legal title to the Facilities 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, 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, 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, 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. From and after the Acceptance Date, except as provided in the 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, provided that Purchaser may delegate such responsibility pursuant to the Management Agreement or otherwise. From and after the Acceptance Date, Seller will, pursuant to the Management Agreement hereafter described, 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 shall, subject to the written consent of the Purchaser, not to be unreasonably withheld, enter into a Management Agreement with Alter Design Builders, Inc., as Servicer, to provide for usual and customary services in the management and maintenance of the Facilities and Purchaser shall provide for the payment of the management and maintenance fees and expenses required under the Management Agreement pursuant to the provisions of this Section 11 and Section 31 hereof.

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 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.

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, 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. In the event of damage, destruction or condemnation of the Facilities after the Acceptance Date, 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 the 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(b)(ii) of the Fiscal Agent Agreement.

16. Insurance. With respect to the Facilities, the State shall, from and after the Acceptance Date, 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. The State shall also purchase and maintain, or cause to be purchased and maintained, public liability and property damage insurance, such 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 Assignment and Section 32 hereof, Purchaser will have the right or the obligation to prepay the principal component of all Base Installment Payments.

(b) In the event the Acceptance Certificate has not been delivered to the Seller and the Fiscal Agent on or before November 30, 1993, or, in certain events as provided in Section 3.16(b)(i) of the Fiscal Agent Agreement, May 30, 1994, all of the outstanding principal component of the Participations shall be mandatorily prepaid from funds on deposit with the Fiscal

Agent, including proceeds of the Letter of Credit or any other instrument or property delivered by the Seller pursuant to Section 32 hereof.

(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 Date 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 mortgagee (but only prior to the Acceptance Date), 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 the Facilities, or (ii) lease or lend the 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 the 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 Fiscal Agent to assign, transfer, convey, or otherwise dispose of unimproved land included in the Facilities subsequent to the Acceptance Date; provided that such disposition does not significantly adversely affect the use and operation or value of the Facilities or result in any violation of any law, regulation, easement or agreement affecting the Facilities.

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, Purchaser may, with the written consent of the Insurer, elect to acquire replacement facilities for Facilities which are destroyed or damaged, provided such replacement facilities shall conform to the requirements of this 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 cost of the original Facilities. Purchaser hereby confirms that its representations and warranties with respect to the Facilities apply to such replacement Facilities. Purchaser shall be responsible for the payment of the costs relating to such acquisition. In the event replacement Facilities are acquired or improved in accordance with the provisions of this Section 20, Exhibit A hereto shall be amended to reflect such acquisition.

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 Acceptance Date or July 15, 1994, whichever is earlier.

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

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:

NBD Trust Company of Illinois,
not personally but solely as trustee
under Trust Agreement dated September 12, 1991
and known as Trust No. 1223-CH
307 N. Michigan Avenue
Chicago, Illinois 60601
Attention: Trust Department

If to the Insurer:

Capital Guaranty Insurance Company
Steuart Tower - 22nd Floor
One Market Plaza
San Francisco, California 94105-1413
Attention: Risk Control

If to Purchaser:

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

and

The Illinois Student Assistance Commission
500 West Monroe Street
Suite 300
Springfield, Illinois 62704
Attention: Executive 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 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. 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. Failure of Contractors to Perform. From and after the delivery of the Acceptance Certificate, Seller shall have no liability or obligation to Purchaser for failure of any construction contractors or subcontractors to perform in accordance with the provisions of their contracts.

29. 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.

30. 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.

31. Management Agreement. The Seller shall enter into a Management Agreement with Alter Design Builders, Inc., as Servicer, pursuant to Section 11 hereof, to provide for the operation, maintenance and repair of the Facilities and Purchaser shall consent thereto and 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 Management 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 Management Agreement; and, further provided that such Management 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. Alter Design Builders, Inc. shall have the right to assign and delegate its rights and obligations under the Management Agreement with the prior written consents of the Seller and the Purchaser, such consents not to be unreasonably withheld.

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, 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 Seller's and the Fiscal Agent's execution and delivery of the Assignment which shall be consented to and acknowledged by the Purchaser. The Assignment shall be executed and delivered on the Assignment Date but may provide that it shall become effective on the Assignment Date or on a subsequent closing date (such date upon which the Assignment becomes effective being the "Assignment Closing Date").

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

(iii) Provisions of the Assignment. The Assignment may contain any of the following provisions and such additional provisions as the Seller, the Fiscal Agent and the Insurer shall determine:

(1) The amount to be paid by the Owners of Participations to the Fiscal Agent on the Assignment Closing Date in consideration for the receipt of their beneficial rights and interests in the Assignment shall be specified. The

Assignment also shall specify the portions of such amount to be held in trust by the Fiscal Agent (A) for the payment of interest components of Base Installment Payments allocable to periods prior to the Acceptance Date; (B) for the purposes of paying the costs of such insurance of Base Installment Payments as may be obtained for the benefit of the Owners of Participations, the costs associated with the preparation and completion of the Assignment and the costs of the Fiscal Agent's acquisition of the Facilities on the Acceptance Date; and (C) as a reserve fund for the payment of Base Installment Payments in the event Purchaser fails to pay Base Installment Payments when due.

(2) The principal components and interest components of Base Installment Payments, commencing as of the Assignment Closing Date or any dated date established for the Participations, shall be specified and set forth in a supplement to Exhibit E to this Agreement; provided that all Base Installment Payments allocable to periods prior to the Acceptance Date shall be payable only from amounts held in trust by the Fiscal Agent for such purpose.

(3) The Assignment may provide for prepayment of the principal component of Base Installment Payments, mandatorily or at the option of the Purchaser, with or without premium or penalty, and shall provide for such prepayment mandatorily from amounts on deposit with the Fiscal Agent in the event the Acceptance Certificate has not been executed and delivered on or before November 30, 1993 or, in certain events as provided in Section 3.16(b)(i) of the Fiscal Agent Agreement, May 30, 1994; provided that such mandatory prepayment provision shall include a guaranty of the Seller (in the form of a letter of credit, surety bond or other instrument or property acceptable to the Insurer) for any deficiency if amounts on deposit with the Fiscal Agent are insufficient to make such prepayment in full together with accrued interest.

(4) Purchaser shall be entitled to credits against its obligation to pay Base Installment Payments to the extent of any amounts on deposit in trust with the Fiscal Agent for such purpose and Exhibit D hereto shall be supplemented on the Assignment Closing Date and, from time to time,

thereafter to reflect such credits as provided in Section 4(g) hereof.

(5) Provision shall be made for delivery of such opinions, certificates and other documents, including a Form 8038-G signed by the Purchaser, as the Seller and the Participants may require to carry out the transactions contemplated by the Assignment.

(b) Notwithstanding Section 32(a), Seller shall have the right to grant 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 the Facilities; 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 Assignment and the Fiscal Agent Agreement and that such grant shall not provide the grantee any greater rights than the Seller possesses hereunder.

(c) Concurrently with the Purchaser's delivery of the Acceptance Certificate pursuant to Section 2(a) hereof and in consideration of the payment to be made to Seller or at its direction pursuant to Section 4.03(c) of the Fiscal Agent Agreement, Seller shall assign all of its right, title and interest in the Retained Rights to the Fiscal Agent and shall deliver or cause to be delivered to the Fiscal Agent releases or other instruments evidencing the release of any collateral assignments, construction liens or security interests granted under Section 32(b) hereof and the payment in full of Seller's mortgage indebtedness.

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:

NBD TRUST COMPANY OF ILLINOIS,
not personally but solely as
trustee under Trust Agreement
dated September 12, 1991 and known
as Trust No. 1223-CH, as Seller

By


Name: Susan F. Soucek

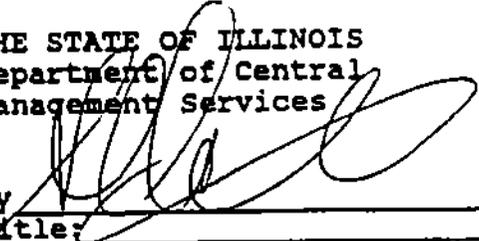
Its: TRUST OFFICER

Purchaser:

THE STATE OF ILLINOIS
Department of Central
Management Services

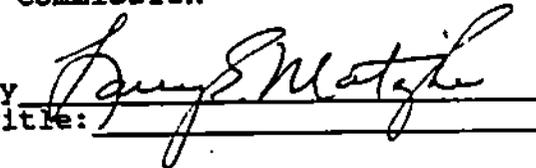
By

Title:


Illinois Student Assistance
Commission

By

Title:



PARCEL 1:

LOT 3 IN ARBORLAKE CENTRE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27475383 (EXCEPT THE PORTION THEREOF CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY PURSUANT TO TRUSTEE'S DEED DATED FEBRUARY 27, 1991 AND RECORDED JULY 15, 1991 AS DOCUMENT NUMBER 91351060), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 7, 1984 AND RECORDED AS DOCUMENT NUMBER 27021045, AS AMENDED BY AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT NUMBER 27419485 AND BY SECOND AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT NUMBER 88145387:

THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 2 (EXCEPT THE EAST 25.0 FEET THEREOF) OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE EAST 5 ACRES (EXCEPT THEREFROM THE WEST 152 FEET OF THE EAST 5 ACRES) OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

A STRIP OF LAND 80 FEET WIDE, EXTENDING 53 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD, THE CENTER LINE OF SUCH 80 FOOT WIDE STRIP BEING A LINE PARALLEL TO AND 596.44 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND

THAT PART OF THE NORTH 1/2 OF THE WEST 1/2 OF LOT 2 IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD WITH A LINE 103.62 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5, AFORESAID; THENCE NORTH 89 DEGREES 49 MINUTES 07 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 94.50 FEET; THENCE SOUTH 70 DEGREES 46 MINUTES 12 SECONDS EAST 33.18 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE CONVEX EASTERLY AND HAVING A RADIUS OF 26.13 FEET FOR A DISTANCE OF 49.64 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 16 DEGREES 21 MINUTES 16 SECONDS EAST); THENCE SOUTH 38 DEGREES 03 MINUTES 41 SECONDS WEST 14.48 FEET TO A LINE 63.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID RIGHT OF WAY; THENCE SOUTH 89 DEGREES 49 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 111.29 FEET; THENCE

03/26/92

EASTERLY ALONG AN ARC OF A CIRCLE CONVEX WESTERLY AND HAVING A RADIUS OF 32.0 FEET FOR A DISTANCE OF 75.59 FEET TO A POINT OF CONCURRENCY (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 18 DEGREES 11 MINUTES 00 SECONDS EAST); THENCE NORTH 85 DEGREES 56 MINUTES 19 SECONDS EAST 90.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD, AFORESAID; THENCE NORTH 89 DEGREES 49 MINUTES 07 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 159.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF LOT 2 IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SAID LOT IS REPRESENTED ON THE MAP OF GOVERNMENT SURVEY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 60.0 FEET OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 OF THE NORTH EAST 1/4 OF SECTION 6, AFORESAID, WHICH IS 162 FEET EAST OF THE WEST LINE OF THE EAST 5 ACRES OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 IN THE NORTHEAST 1/4 OF SECTION 6, AFORESAID; THENCE SOUTH 0 DEGREES 27 MINUTES 47 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID EAST 5 ACRES 25.0 FEET; THENCE NORTH 72 DEGREES 59 MINUTES 48 SECONDS EAST 87.0 FEET TO THE SOUTH LINE OF THE NORTH 160.0 FEET, AFORESAID; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST 83.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 FOR INGRESS AND EGRESS AND ACCESS AND FOR CONSTRUCTION AND INSTALLATION OF THE HUEHL ROAD EXTENSION OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY DECLARATION AND GRANT OF EASEMENT DATED FEBRUARY 11, 1984 AND RECORDED FEBRUARY 13, 1985 AS DOCUMENT NUMBER 27441713 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1983 AND KNOWN AS TRUST NUMBER 57661;

PARCEL 4:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 FOR PARKING, INGRESS AND EGRESS, UTILITY FACILITIES, LANDSCAPING, TENNIS COURTS AND SIGNAGE OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY THE DECLARATION AND GRANT OF RECIPROCAL RIGHTS DATED JANUARY 31, 1985 AND RECORDED FEBRUARY 6, 1985 AS DOCUMENT 27435249 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBERS 61840, 63290, 63291, 63292 AND THE RESTATEMENT THEREOF RECORDED APRIL 18, 1988 AS DOCUMENT NUMBER 88160149; AND AS SUPPLEMENTED BY FIRST SUPPLEMENT TO AMENDED AND RE-~~STATED~~ DECLARATION AND GRANT OF RECIPROCAL RIGHTS BY AND BETWEEN _____ BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED _____, 19____ AND KNOWN AS TRUST NUMBER _____, THE ALTER GROUP, LTD., ILLINOIS STUDENT ASSISTANCE COMMISSION, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1985 AND KNOWN AS TRUST NUMBER 63290 AND LAKE-COOK/TOLLWAY FUTURE PHASE ASSOCIATES DATED JANUARY __, 1992 AND

03/26/92

RECORDED FEBRUARY __, 1992 AS DOCUMENT NUMBER _____.

LOTS 1, 2 AND 4 IN ARBORLAKE CENTRE SUBDIVISION IN SECTION 5 AND 6,
TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED MARCH
14, 1985 AS DOCUMENT 27475383, IN COOK COUNTY, ILLINOLIS.

P.I.N. No. 04-06-201-011, Vol. 131

EXHIBIT B

ACCEPTANCE CERTIFICATE

The STATE OF ILLINOIS, acting by the Department of Central Management Services for the benefit of the Illinois Student Assistance Commission, ("Purchaser") hereby accepts for purposes of the Installment Purchase Agreement dated as of October 18, 1991, as amended (the "Agreement") by and between NBD Trust Company of Illinois, not personally but solely as trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH, as Seller, and the Purchaser the Facilities as being in full compliance with the Agency Programmed Requirements and 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 Facilities with the intent and effect of establishing the date set forth below as the Acceptance Date for all purposes of the Agreement. From and after the execution and delivery of this Acceptance Certificate, the Purchaser's obligations under the Agreement 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
Student Assistance Commission.

By _____
Name:
Its:

Dated: _____

ILLINOIS STUDENT ASSISTANCE
COMMISSION

By _____
Name:
Its:

Dated: _____

EXHIBIT C

AGENCY PROGRAMMED REQUIREMENTS
for
ILLINOIS STUDENT ASSISTANCE COMMISSION

prepared by

ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
REAL ESTATE DIVISION
721 Stratton Office Building
Springfield, Illinois 62706

Robert L. Adams
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Real Estate Division
(217) 782-9117

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October 15, 1991

Initial

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Initial

GENERAL REQUIREMENTS

Initial

TENANT SPACE REQUIREMENTS

Initial

GENERAL REQUIREMENTS

The Tenant Space Requirements, Building Program Requirements (collectively "the Work") and Unit Price Requirements represent spatial, performance and fiscal guidelines required by the Illinois Student Assistant Commission, the "Using Agency".

The programmed space requirement of the Using Agency is approximately 98,000 square feet (excluding elevators from the Tenant Space Requirements and allowing for up to five (5) Janitor Closets). The total net rentable area shall be approximately 124,000 square feet.

The balance of space, 26,000 square feet, allocated for general circulation and personnel spaces will be subdivided throughout the total tenant space. Spatial and performance requirements will be equal to those defined for open office areas where modular furniture defines private cubicle areas. Electrical, mechanical, plumbing and other building components shall conform to the adjacent personnel areas and be provided all necessary components in conformance with minimum requirements of all applicable codes. Any further development of these spaces (e.g. additional walls) will be requested to conform to the unit price standards during the initial build-out.

For space standards, refer to the Illinois Administrative Code, Title 44; Subtitle D; Chapter I; Part 5000; Appendix A.

Area measurement for the purpose of calculating rentable areas shall be based on the Illinois Administrative Code, Title 44: Government Contracts, Procurement and Property Management; Subtitle D: Property Management; Chapter I: Illinois Department of Central Management Services; Part 5000; Subpart C: Section 5000.310: Area Measurement; as amended. (See Appendix A.)

Any and all professional services (Architect, Engineer, etc.) necessary to complete the project are to be provided by the Seller ("Seller"), as defined in the Agreement ("the Agreement") to which these General Requirements and Agency Programmed Requirements are appended, including design services and space planning services. The Using Agency will provide program information to assist the Seller's professional services in designing functional office spaces based upon the operational criteria of the Using Agency.

The Illinois Department of Central Management Services on behalf of the Using Agency reserves the right to review and approve any and all contractual agreements, building design, interior design, site design and construction documents for the Work. The "Standard Form of Agreement Between Owner and Design/Builder", 1985 edition, AIA Document A191, is a preferred form of agreement.

The Seller shall provide all necessary construction documents, permits, certificates, and other documents as may be required for the purpose of any construction relating to the Facilities in accordance with all applicable governing laws.

Seller will cause the Construction Documents, as defined in the Agreement, necessary to obtain all applicable building permits and occupancy certificates as determined by the local building permit issuing authority to be prepared pursuant to the Illinois Architecture Practice Act of 1989 for the Work.

Initial

The First Floor Plan dated October 14, 1991, the Typical Floor Plan dated October 14, 1991 and the Site Plan dated October 14, 1991, attached hereto as Appendix B, represent concept drawings. Purchaser, as defined in the Agreement, shall expeditiously review preliminary and final building design, interior design, site design and Construction Documents for the Work. Approval shall not be unreasonable withheld. All reasonable efforts will be made to conform to Seller's schedule requirements in the review and approval process. When the building design, interior design, site design and Construction Documents are approved by all parties to this Agreement, they shall be incorporated in this Exhibit "C" by reference.

No additions to or deletions from the Work, including cost of the Work, defined herein shall be completed without the prior written authorization from the Illinois Department of Central Management Services. Any and all Work performed pursuant to general and specific allowances shall be preceded by written authorization from Illinois Department of Central Management Services in so far as the Work is not fully defined or specified herein.

All construction must be done by mechanics or workmen skilled in their respective trades and must be done in a workman like manner, present an industry standard appearance acceptable to the Using Agency.

Prevailing wages shall be included in the contracts and advertised specifications to which any public body, as defined in Section 2 of the Prevailing Wage Act (Ill. Rev. Stat. 1987, Ch. 48, par. 395-1), is a party, for the construction, reconstruction, maintenance and/or repair of public buildings or public works within the State of Illinois which requires or involves the employment of laborers, workers, mechanics and owner/operators. Minimum wages, overtime rate and fringe benefits certified by the Illinois Department of Labor shall be paid. Furthermore, the scale of prevailing wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of work.

All work must comply with the Americans with Disabilities Act of 1990, the Illinois Accessibility Code, Capital Development Board, May 1988 and the Environmental Barriers Act. Refer to the "Illinois Accessibility Code (IAC) Specification - New Building".

Seller shall provide a construction schedule indicating completion prior to proposed date of occupancy, January 1, 1993.

Seller shall furnish or cause to be furnished, any and all environmental studies and take remedial action necessary to determine and insure the premises are free from all hazardous materials. All work must comply with the National Emission Standard for Hazardous Air Pollutants, United States Environmental Protection Agency, Section 112, Clean Air Act.

For the purpose of Exhibit "C", the terms "Owner", "Lessor" and "Seller" may be used interchangeably.

Seller shall furnish, or cause to be furnished, commercial construction industry standard Warranties and Guarantees, for any and all contracted materials and labor incorporated into the facilities. Said documents to be included in the Construction Documents to be produced in accordance with Exhibit "C". Any and all Warranties and Guarantees shall be written to be transferable to the State of Illinois upon acceptance of Work and Facilities.

Initial

TENANT SPACE REQUIREMENTS

The following descriptions of programmed spaces define minimum standards to fulfill the Using Agency's needs. There are three (3) categories of interior spaces:

- (I) Personnel Space (including space allowances for common areas, circulation, etc.).
- (II) Special Facilities Space.
- (III) Storage Space.

All proposals shall incorporate the requirements defined below. Additionally, tenant program requirements are defined elsewhere to include exterior needs and provide a standard for performance and quality of materials required.

I. Personnel Space.

A. Executive Offices.

- 1. Directors (sixteen (16) offices). Provide 140 square feet office space defined by building standard sound walls for privacy. Provide building standard finishes as defined for typical floor.

Provide a minimum of four (4) duplex outlets, one (1) computer outlet and one (1) telephone outlet to be wall mounted.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide privacy lockset.

B. Administrators.

- 1. Administrators (twenty-five (25) private offices).

Provide 140 square feet for each office defined by building standard partition walls for privacy.

Provide building standard finishes as defined for typical floor.

Provide a minimum of four (4) duplex outlets, one (1) telephone outlet and one (1) computer outlet to be wall mounted.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide privacy lockset.



C. Middle Management/Supervisors.

1. Private Offices (forty-three (43) private offices).

Provide 140 square feet for each office defined by building standard partition walls for privacy.

Provide building standard finishes as defined for typical floor.

Provide a minimum of four (4) duplex outlets, one (1) computer outlet and one (1) telephone outlet to be wall mounted.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide privacy lockset.

2. Open Areas (twenty-five (25) private cubicles).

Provide 100 square feet of area defined by 67" high private modular furniture.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide floor mounted junction box to feed modular furniture with a minimum of two (2) duplex outlets, one (1) computer outlet and one (1) telephone outlet for each private cubicle. If space plan requires, feed may be installed from wall to furniture panel.

D. Technical Professional Personnel.

1. Auditors/Accountants (twenty-one (21) private cubicles).

Provide 50 square feet of area defined by 67" high private modular furniture.

Provide building standard finishes as defined for typical floor.

Provide floor mounted junction box to feed modular furniture with a minimum of two (2) duplex outlets, one (1) computer outlet and one (1) telephone outlet for each private cubicle. If space plan requires, feed may be installed from wall to furniture panel.

Provide building standard lighting at 70 f.c.

2. Programmers (twenty-one (21) private cubicles).

Provide 50 square feet of area defined by 67" high private modular furniture.

Initial

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide floor mounted junction box to feed modular furniture with a minimum of two (2) duplex outlets, one (1) computer outlet and one (1) telephone outlet for each private cubicle. If space plan requires, feed may be installed from wall to furniture panel.

3. Para-Legal (one (1) private cubicle).

Provide 50 square feet of area defined by 67" high private modular furniture.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide floor mounted junction box to feed modular furniture with a minimum of two (2) duplex outlets, one (1) computer outlet and one (1) telephone outlet for each private cubicle. If space plan requires, feed may be installed from wall to furniture panel.

E. Clerical Personnel.

1. Collectors/Clerks (329 private cubicles).

Provide 50 square feet of area defined by 53" high private modular furniture.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide floor mounted junction box to feed modular furniture with a minimum of two (2) duplex outlets, one (1) computer outlet and one (1) telephone outlet for each private cubicle. If space plan requires, feed may be installed from wall to furniture panel.

2. Collector/Clerks (forty-two (42) private cubicles).

Provide 50 square feet of area defined by 53" high private modular furniture.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide floor mounted junction box to feed modular furniture with a minimum of two (2) duplex outlets, one (1) computer outlet and one (1) telephone outlet for each private cubicle. If space plan requires, feed may be installed from wall to furniture panel.

Initial

3. Additional Head Count (12 private offices and 46 private cubicles).

a. Twelve (12) private offices.

Provide 140 square feet of area defined by building standard partition walls for privacy.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide a minimum of four (4) duplex outlet, one (1) telephone outlet and one (1) computer outlet to be wall mounted.

Provide privacy locksets.

b. Forty-six (46) private cubicles. (Forty-one (41) single plus five (5) double workstations.)

Provide 50 square feet of area defined by 53" high private modular furniture for 41 private cubicles.

Provide 100 square feet of area defined by 53" high private modular furniture for 5 private cubicles.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide floor mounted junction box to feed modular furniture with a minimum of two (2) duplex outlets, one (1) computer outlet and one (1) telephone outlet for each private cubicle. If space plan requires, feed may be installed from wall to furniture panel.

4. Contract Staff (thirteen (13) private cubicles).

Provide 50 square feet of area defined by 53" high private modular furniture.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide floor mounted junction box to feed modular furniture with a minimum of two (2) duplex outlets, one (1) computer outlet and one (1) telephone outlet for each private cubicle. If space plan requires, feed may be installed from wall to furniture panel.

Initial

5. Future Growth (fourteen (14) private offices and 190 private cubicles).

a. 190 private cubicles.

Provide 50 square feet of area defined by 53" high private modular furniture for 76 private cubicles.

Provide 50 square feet of area defined by 67" high private modular furniture for 114 private cubicles.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide floor mounted junction box to feed modular furniture with a minimum of two (2) duplex outlets, one (1) computer outlet and one (1) telephone outlet for each private cubicle. If space plan requires, feed may be installed from wall to furniture panel.

b. Fourteen (14) private offices.

Provide 140 square feet of area defined by building standard partition walls.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide a minimum of four (4) duplex outlets, one (1) computer outlet and one (1) telephone outlet to be wall mounted.

Provide privacy locksets.

6. Secretaries (six (6) private cubicles - double workstations).

Provide 100 square feet of area defined by 53" private modular furniture.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide floor mounted junction box to feed modular furniture with a minimum of two (2) duplex outlets, one (1) computer outlet and one (1) telephone outlet for each private cubicle. If space plan requires, feed may be installed from wall to furniture panel.

Initial

7. Specialist Clerical (twenty-eight (28) private cubicles).

Provide 100 square feet of area defined by 53" high private modular furniture.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide floor mounted junction box to feed modular furniture with a minimum of two (2) duplex outlets, one (1) computer outlet and one (1) telephone outlet for each private cubicle. If space plan requires, feed may be installed from wall to furniture panel.

II. Special Facilities Space.

A. Conference Rooms.

1. Agency Conference Room (one (1) required).

Provide 2000 square feet of area defined by building standard sound walls for privacy.

Provide building standard finishes as defined for typical floor.

Provide a minimum of eight (8) duplex outlets, two (2) computer outlet and (1) telephone outlet to be wall mounted.

Provide building standard lighting at 70 f.c. with building standard incandescent lighting on separate dimmer switch.

Provide one (1) accordion door to subdivide space.

Provide passage lockset.

Provide separate air conditioning unit to control temperature and humidity.

Provide display closet with receptacles for audio visual presentation equipment. Include keyed lockset for closet doors.

2. Typical Conference Room (sixteen (16) required).

Provide areas defined by building standard partition walls for privacy as noted below.

Provide building standard finishes as defined for typical floor.

Provide a minimum of four (4) duplex outlets to be wall mounted and one (1) telephone outlet per conference room.

Initial

Provide passage lockset.

- a. Executive Conference Room (350 square feet).
- b. Strategic Planning Conference Room (250 square feet).
- c. Client Relations Conference Room (300 square feet).
- d. IDAPP Conference Room (225 square feet).
- e. Accounting Conference Room (300 square feet).
- f. PAC Conference Room (250 square feet).
- g. Six (6) Conference Rooms (200 square feet each).
- h. HRD Conference Room (300 square feet).
- i. Two (2) MIS Conference Rooms (300 square feet each).
- j. Program Services (250 square feet).

3. Seminar Room (one (1) required).

Provide 1020 square feet of area defined by building standard sound walls for privacy.

Provide building standard finishes as defined for typical floor.

Provide a minimum of six (6) duplex outlets, one (1) computer outlet and (1) telephone outlet to be wall mounted.

Provide building standard lighting at 70 f.c. with building standard incandescent lighting on separate dimmer switch.

Provide passage lockset.

Provide separate cooling unit to control temperature and humidity.

Provide display closet with receptacles for audio visual presentation equipment. Include keyed lockset for closet doors.

4. Training Rooms (eight (8) required).

Provide areas defined by building standard sound walls for privacy as noted below.

Provide building standard finishes as defined for typical floor.

Provide a minimum of six (6) duplex outlets, one (1) computer outlet and (1) telephone outlet to be wall mounted.

Initial

Provide building standard lighting at 70 f.c. with building standard incandescent lighting on separate dimmer switch.

Provide passage lockset.

Provide display area with receptacles for audio visual presentation equipment.

- a. Two (2) Training Rooms (250 square feet each) with eight (8) duplex outlets and eight (8) computer outlets.
- b. One (1) Training Room (200 square feet).
- c. One (1) HRD Training Room (300 square feet).
- d. One (1) PC Training Room (400 square feet) with eight (8) duplex outlets and eight (8) computer outlets.
- e. Human Resources Testing Room (300 square feet).
- f. Human Resources Test Monitoring Room (150 square feet).
- g. Human Resources Typing Room (130 square feet).

B. Employee Lounge.

Provide 2250 square feet of area defined by building standard sound walls for privacy.

Provide building standard finishes as defined for typical floor. Provide VCT for floor finish.

Provide a minimum of six (6) duplex outlets to be wall mounted. Install at least five (5) duplex GFI outlets above counter height with four (4) suitable for microwaves.

Provide five (5) dedicated outlets for vending machines along one (1) wall of space.

Provide 20 LF of base cabinets with plastic laminate counter top and stainless steel, double compartment sink with hot and cold water.

Provide push-pull door hardware with dead bolt latchsets on doors.

Provide building standard lighting at 70 f.c.

Initial

Provide the following equipment and appropriate plumbing, HVAC and electrical components to accommodate cafeteria operations under the general allowance for the project:

- a. Charbroiler
- b. Steamer
- c. Grille
- d. 30 cafeteria tables
- e. 120 cafeteria chairs
- f. Kitchen equipment hood(s) with fire protection equipment as required by applicable codes.

Additional specifications to be provided by Using Agency.

C. Kitchenette Break Areas (three (3) required).

Provide 225 square feet of area defined by building standard sound walls for privacy. Space to be subdivided for multi-floor tenant into three (3) areas with 75 square feet each.

Provide building standard finishes as defined for typical floor. Provide VCT for floor finish.

Provide a minimum of five (5) dedicated duplex outlets to be wall mounted in each area. Install at least three (3) duplex GFI outlets above counter height with two (2) suitable for microwaves. Provide one (1) standard oven outlet in each break area.

Provide five (5) LF of base and wall cabinets with plastic laminate counter top and stainless steel, single compartment sink with hot and cold water.

Provide push-pull door hardware with dead bolt latchsets on doors.

Provide building standard lighting at 70 f.c.

D. Break Area.

Provide 300 square feet of area defined by building standard sound walls for privacy. This space will be located remote from the Employee Lounge in a multi-story tenant space.

Provide building standard finishes as defined for typical floor. Provide VCT for floor finish.

Provide a minimum of five (5) duplex outlets to be wall mounted. Install at least three (3) duplex GFI outlets above counter height with two (2) suitable for microwaves.

Provide three (3) appropriate outlets for vending machines along one (1) wall of space.

Initial

Provide 5 LF of base cabinets with plastic laminate counter top and stainless steel, single compartment sink with hot and cold water.

Provide push-pull door hardware.

Provide building standard lighting at 70 f.c.

E. Reception Areas (two (2) required).

Provide 200 square feet of area at the entrance to tenant space for each of two (2) separate reception areas.

Provide building standard finishes as defined for First Floor Lobby.

Provide building standard lighting at 20 f.c.

F. Public Waiting Room.

Provide 130 square feet of area at the designated entrance to tenant space.

Provide building standard finishes as defined for First Floor Lobby.

Provide building standard lighting at 20 f.c.

G. Men's Employee Toilet(s).

Provide at least 2500 square feet of total area to be divided into appropriate sized toilet rooms to serve the number of floors occupied. Use building standard sound walls.

Provide a minimum of eight (8) water closets, four (4) urinals and twelve (12) lavatories and at least one (1) of each fixture in each men's toilet. Each toilet room is to be designed as an accessible toilet room according to the Illinois Accessibility Code.

Provide all necessary toilet room accessories such as towel and paper dispensers, soap dispensers, mirrors, waste receptacles, etc.

Provide building standard finishes as defined for toilet rooms.

Provide building standard lighting at 20 f.c.

Provide push-pull hardware for doors.

Provide at least one (1) GFI outlet per toilet room.

H. Women's Employee Toilet(s).

All requirements to be the same as shown above for Men's Employee Toilet(s) except the fixture count will be at least twelve (12) water closets and twelve (12) lavatories.

Initial

I. Employee Drinking Fountains (eight (8) required).

Provide at least eight (8) electric water coolers complying with standards of the Illinois Accessibility Code. Distribute throughout occupied space and provide adjacent finishes similar to toilet room finishes. For multi-floor tenant space, provide a minimum of one electric water cooler per floor.

J. Janitor Closets.

Provide at least one (1) janitor closet per floor of occupied space with an area of approximately 100 square feet each.

Provide building standard finishes as defined for janitor closets.

Provide lighting at 20 f.c.

Provide one (1) floor or wall mounted slop sink in each closet with wall mounted shelving for janitorial supplies.

Provide electrical service as required for janitor equipment.

K. Mail Drop Slot and Box.

Provide exterior wall mounted mail drop slot with security box to interior.

L. Central Records Room.

Provide 600 square feet of area defined by building standard partitions.

Provide building standard finishes as defined for typical floor. Use VCT for floor finish.

Provide two (2) duplex outlets and one (1) telephone outlet.

Provide building standard lighting at 70 f.c. with parabolic lenses.

Provide keyed lockset.

Provide structural support for concentrated loading of files.

M. Library.

Provide 400 square feet of area for publications and reference library to be defined by building standard partition walls.

Provide four (4) duplex outlets and two (2) computer outlet to be wall mounted.

Initial

Provide building standard lighting at 70 f.c.

Shelving to be provided by agency.

Provide structural support for concentrated loading of books and shelving.

N. Telecommunications.

1. Provide 140 square feet of area for one (1) private office with building standard finishes as defined by typical floor.

Provide at least four (4) duplex outlets, one (1) telephone outlet and one (1) computer outlet to be wall mounted.

Provide building standard lighting at 70 f.c.

Provide keyed lockset.

2. Provide 235 square feet of open area with building standard finishes as defined by typical floor.

Provide floor mounted electrical, computer and telephone outlets at a density of one (1) per 25 square feet.

Provide building standard lighting at 70 f.c. Provide keyed lockset.

O. Federal Audit Area.

Provide 200 square feet of area defined by building standard sound walls for privacy.

Provide one (1) duplex outlet per wall, one (1) computer and one (1) telephone outlet to be wall mounted.

Provide building standard lighting at 70 f.c.

Provide keyed locksets.

P. Recycled Paper Area.

Provide 130 square feet of area defined by building standard partition walls.

Provide one (1) duplex outlet per wall, one (1) computer and one (1) telephone outlet to be wall mounted.

Provide building standard lighting at 70 f.c.

Provide passage lockset.



Q. Claim and Collections Areas (three (3) required).

Provide 180 square feet of area defined by building standard walls divided into three separate areas with CRT's; 60 square feet each.

Provide building standard finishes for typical floor.

Provide building standard lighting of 70 f.c with paracube lenses.

Provide wall mounted electrical, telephone and computer outlets at a minimum of one (1) per each of three (3) areas.

R. Elevators.

Provide one (1) freight elevator with at least 60 square feet of floor area for multi-story tenant spaces with a minimum 48" wide door.

Provide at least three (3) 2,500 pound capacity elevators for passengers in multi-story tenant space unless applicable code requires greater number. All elevators to be accessible according to the Illinois Accessibility Codes. Finish to be suitable for office application. Minimum car speed to be appropriate for multi-floor design in new construction.

S. EAP Office.

Provide 140 square feet of area defined by building standard sound walls.

Provide building standard finishes as defined for Typical Floor finishes.

Provide building standard lighting at 70 f.c.

Provide keyed lockset.

Provide one (1) duplex outlet per wall, one (1) telephone and computer outlet to be wall mounted.

T. Nurses Station.

Provide 250 square feet of area defined by building standard sound walls.

Provide building standard finishes as defined for typical floor. Use VCT for floor finish.

Provide building standard lighting at 70 f.c.

Provide keyed lockset.

Provide 5 LF of base cabinets and wall cabinets with single compartment stainless steel sink and plastic laminate counter top.

Provide one (1) duplex outlet per wall, one (1) telephone and one (1) computer outlet to be wall mounted.

U. File Rooms (three (3) required).

Provide 830 square feet of area divided into three (3) rooms as defined below.

Provide building standard partition walls.

Provide building standard finishes as defined for typical floor. Use VCT for floor finish.

Provide building standard lighting at 70 f.c.

Provide structural support concentrated loading of files.

Provide keyed lockset.

Provide minimum electrical outlets as required by Code.

1. Central File Area (130 square feet).
2. Central Records Room (300 square feet).
3. Publication Storage Area (400 square feet).

V. Interview Room.

Provide 200 square feet of area defined by building standard sound walls.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c.

Provide privacy lockset.

Provide minimum electrical outlets as required by Code.

W. Phone Room (Claims and Collections).

Provide 100 square feet of area defined by open area.

Provide building standard finishes as defined for typical floor.

Provide building standard lighting at 70 f.c.

Initial

X. Camera Rooms (two (2) required).

Provide 402 square feet of area divided into two (2) rooms as defined below.

Provide building standard sound walls.

Provide building standard finishes as defined for typical floor. Use VCT for floor finish.

Provide building standard lighting at 70 f.c.

Provide keyed lockset.

Provide exhaust system for hazardous chemicals.

Provide four (4) duplex outlets, one (1) telephone outlet and one (1) computer outlet to be wall mounted. Provide dedicated circuits for each outlet.

1. Camera Room (108 square feet).

2. Audio, Video Camera Storage (294 square feet).

Y. Equipment Rooms (seven (7) required).

Provide 5,905 square feet of area divided into seven (7) rooms as defined below.

Provide building standard partition walls.

Provide building standard finishes as defined for typical floor. Use VCT for floor finish.

Provide building standard lighting at 70 f.c.

Provide keyed locksets.

Provide minimum wall mounted electrical outlets as required by Code and outlets required for specific equipment located in each space.

1. IDAPP Copier Room (225 square feet) with electrical outlet (220V) for large copier.

2. PAC Equipment Room (300 square feet) with electrical outlets for copier, FAX Machine and microfilm equipment.

3. Administrative Services Commodity Supply Room (500 square feet).

4. One (1) Administrative Services Building Service Workers Area (450 square feet).

Initial

5. MIS Equipment Staging (130 square feet).

6. MIS Equipment Storage and Supply (300 square feet).

7. Printshop (4,000 square feet). Provide structural support for concentrated loading of equipment. Provide separate air conditioning unit to control temperature and humidity. Provide four (4) isolated, dedicated outlets. Provide sound proofing at all walls. All other standard electrical requirements for equipment to be provided on the basis of equipment list supplied by the using agency. Special electrical requirements to be provided by general allowance. Provide one (1) set of double doors to this space. Print Shop to be located on the first floor and contiguous with Forms Record Storage and the MIS Computer Room.

2. Receiving Area (250 square feet).

Provide 250 square feet of area defined by building standard demising walls.

Provide one (1) set of double doors to this space.

Provide building standard finishes similar to finished basement finishes.

Provide at least four (4) duplex outlets and one (1) telephone outlet.

Provide building standard lighting at 70 f.c.

Provide dock leveler minimum 5' x 5'.

Provide Class "A" fire-rated steel roll-up door.

AA. Computer and Microfilm Rooms (eight (8) required).

Provide 5,400 square feet of area defined by building standard sound walls, divided into areas as defined below.

Provide one (1) set of double doors to computer room only.

Provide ample electrical service and computer outlets to supply tenant computer needs.

Provide separate air conditioning unit to control temperature and humidity to Computer Room. Provide in-line thermal overload and power surge protection of equipment.

Provide halon fire control system in Computer Rooms and as noted. Do not provide building standard sprinkler heads in halon fire control areas, unless otherwise noted.

Provide keyed locksets.

Provide building standard lighting at 70 f.c.

1. Microfilm Area (500 square feet) with VCT flooring in lieu of raised floor.
2. Oracle Microfilm Area (100 square feet) with VCT flooring.
3. IDAPP Vault (750 square feet). Provide halon fire protection system. Provide metal fire door and frame.
4. TBS Area (950 square feet). Provide separate air conditioning unit to control temperature and humidity.
5. Accounting (500 square feet) with Harris printers, xerox and process station. Provide dedicated circuits. May be an open area.
6. Accounting Optical Scanning Room (300 square feet). Provide one (1) dedicated circuit.
7. MIS Computer Room (1,500 square feet). Provide separate air conditioning unit to control temperature and humidity. Provide additional structural supports as necessary, four (4) dedicated circuits and key card entry system.
8. PBX (800 square feet). Provide separate air conditioning unit to control temperature humidity.

III. Storage Space.

A. Forms Record Storage.

Provide 5,500 square feet of area defined by building standard partition walls.

Provide building standard finishes as defined by typical floor finishes. Use VCT for floor finish.

Provide minimum electrical outlets per code requirements.

Provide building standard lighting at 70 f.c.

Provide keyed lockset.

Provide structural support for concentrated loading of file storage.



B. Obsolete Equipment Storage.

Provide 500 square feet of area defined by building standard partition walls.

Provide building standard finishes as defined by typical floor finishes. Use VCT for floor finish.

Provide minimum electrical outlets per code requirements.

Provide building standard lighting at 70 f.c.

Provide keyed lockset.

Provide structural support for concentrated loading of equipment.

C. Employee Storage Rooms.

Provide 3,100 square feet of total area defined by building standard partition walls. Provide the following for each separate storage area as specified below.

Provide building standard finishes as defined by typical floor finishes. Use VCT for floor finish.

Provide minimum electrical outlets per Code requirements.

Provide building standard lighting at 70 f.c.

Provide keyed lockset.

Provide structural support for concentrated loading of equipment.

1. Executive Storage (100 square feet) with outlet for FAX.
2. Legal (100 square feet).
3. I.O.P. (100 square feet).
4. Internal Audit (100 square feet).
5. Strategic Planning (100 square feet).
6. Client Relations (100 square feet) with outlet for copier.
7. IDAPP (150 square feet) with two (2) outlets for copiers.
8. Claims and Collections (450 square feet) with three (3) computer outlets.
9. Accounting (400 square feet).

Initial

10. PAC (600 square feet).
11. HRD (100 square feet) with outlet for copier.
12. Administrative Services (100 square feet).
13. MIS (600 square feet).
14. Programmed Services (100 square feet).

Notation: Corridors to have a minimum of one grounded duplex outlet every 50 LF for carpet cleaning equipment. Provide a minimum of 20 f.c. of lighting in corridors.

Initial

BUILDING PROGRAM REQUIREMENTS



BUILDING PROGRAM REQUIREMENTS

SITE

- A. A complete sewer and water system shall be provided to satisfy the building and parking area requirements, and to meet the approval of the local building permit issuing authority.
- B. Concrete sidewalks, curbs, gutters, and permanent site elements.
- C. The parking areas and driveways will be 1-1/2" bituminous concrete surface course - Class 1 on 1" bituminous concrete binder course over 10" aggregate base course Type B CA-7 or CA-8.
- D. Provide off-street parking area to accommodate 750 vehicles. Provide fifteen (15) accessible parking stalls at a minimum width of 16 feet. Provide loading dock with access by standard semitrailer and road tractor and straight body trucks. Provide covered parking for a minimum of 20 vehicles in proximity to the building.
- E. Provide an accessible route from accessible parking spaces to building entrances free from any obstructions.

2. EXTERIOR FEATURES

- A. Landscaping shall conform to the standards prescribed by the Municipality, or in the absence of standards, shall conform to acceptable standards of adjacent properties as determined by the using agency.
- B. Site lighting shall provide at least minimum illumination of the parking area, building access routes and entrances on an automatic system.

3. CONCRETE

All concrete, unless specified otherwise, will meet or exceed ASTM c-94 ready mix standards.

Structural Materials will meet or exceed:

- A. Slab-on-Grade: f'c = 3000 p.s.f. H.W.
- B. Foundation Walls & Footings: f'c = 3000 p.s.f. H.W.
- C. Reinforcing.

- 1. Mild steel bars Grade 60
- 2. Welded wire fabric - ASTM A185

4. BUILDING STRUCTURE

A. The structure shall meet or exceed the standards of a Class A building as defined below:

1. The primary feature of Class A buildings is the fireproofed structural steel frame, which may be welded, bolted, or riveted together. The fireproofing may be masonry, poured concrete, plaster, or any other type that will give a fire-resistant rating meeting applicable building code requirements.
2. Floors and roofs in Class A structures are normally reinforced concrete on steel decking or formed slabs resting on the frame or poured so as to become integral with it. They may also be composed of prefabricated panels and may be mechanically stressed.
3. Exterior walls will be curtain walls of masonry, or one of the many types of panes of metal, glass and other using agency approved materials. Interior partitions will be of masonry or gypsum block although movable and lightweight partitions may be used.
4. Included in this classification are Uniform Building Code, construction Types I and II.

B. The structure shall be designed or altered to provide optimum energy efficiency. Walls shall have a minimum life expectancy of 20 years and require minimal maintenance. Materials shall be waterproof and have a minimum thermal rating of R-19 when constructed new.

C. The minimum floor area for multi-floor occupancy shall have a nominal net rentable area of 25,000 square feet (\pm 1,000 square feet).

5. METALS

A. Steel structure will meet or exceed:

1. Columns - A-36
2. Beams - A-36
3. Metal Decking per design load requirements.

B. Exit stairs will have 1-1/4" pipe rails and railings with extensions conforming to the requirements of the Illinois Accessibility Code.

C. All steel to be used in this building shall be manufactured in the U.S.A.

6. WOOD AND PLASTIC

A. All wood used in the contact with roofing materials will be treated with a preservative.



- B. Lumber: PS20; graded in accordance with established Grading rules; maximum moisture content of 15 percent; of following species and grades:
 - 1. Non-structural Light Framing: Stress group Douglas Fir or White Pine; construction grade.
- C. Douglas Fire Plywood: Sheathing grade.
- D. Softwood Plywood: PS 1; sheathing grade.
- E. Wood Particleboard: Composed of wood chips type made with high waterproof resin binders, water resistant adhesive of grade to suit application.
- F. Nails, spikes and staples: Galvanized for exterior locations, high humidity locations and treated wood; plain finish for other interior locations; size and type to suit application.
- G. Bolts, Nuts, Washers, Lags, Pins and Screws: Medium carbon steel; sized to suit application galvanized for exterior locations, high humidity locations and treated wood; plain finish for other interior locations.
- H. Fasteners: Toggle bolt type for anchorage to hollow walls. Bolts or power activated type for anchorage to steel.
- I. Treated Wood.
 - 1. Wood Preservative: Water borne preservatives complying with AWPB LP.2. After treatment, kiln dry to maximum moisture content of 19%.

7. THERMAL AND MOISTURE PROTECTION

- A. The roof shall have a 20-year life expectancy and be guaranteed by the roofing manufacturer in writing. A shorter term life expectancy will be considered if the roofing manufacturer offers renewable guarantees on a minimum of 5-year terms. The roof/ceiling system shall have a minimum thermal rating of R-31.
- B. Exterior sealants shall have a 20-year life.
- C. Waterproof all subterranean walls.
- D. Provide sprayed on fireproofing on exposed structural steel members, as required by applicable codes, or install ceiling assemblies to satisfy code requirements.

8. DOORS AND WINDOWS

A. Interior Doors/Frames/Hardware.

1. Doors - solid core wood, oak stained grade veneer.
2. Painted hollow metal doors for labeled units as required by code.
3. Frames - painted hollow metal rating as required by code.
4. Hardware shall be commercial grade.
5. Provide lever type door handles.
6. Provide standard hinges, locksets, and stops.
7. Provide push-pull hardware and kickplates on restroom doors.
8. Provide fire rated doors as required by code.
9. Provide twenty (2) hollow metal frames with a minimum of 36" side lites at access doors to office suites for agency divisions.

B. Exterior Doors/Frames/Hardware.

1. Storefront entrance doors shall be narrow style anodized aluminum with hardware, or other similarly finished metal. Provide at least two (2) ground level entrances..
2. Service doors shall be painted hollow metal with painted hollow metal frames.
3. All exterior doors to be keyed alike.
4. Provide fire-rated doors as required.
5. Provide industrial grade, Class A fire-rated roll-up steel door at receiving area.
6. Provide storefront partitions and doors on all floors to separate lobby areas from secure work areas.

C. Windows.

1. Provide tinted thermal pane (double pane) glazing in aluminum frames. Design to be compatible with storefront and building design.
2. Provide horizontal, narrow slat window blinds at all exterior windows. Provide metal alloy with baked-on finish. Color by using agency.

9. FINISHES

A. Lobby Area(s).

1. Floors - quarry tile in thin-set installation. Patterns and colors to be determined.
2. Halls - Walls will be gypsum board with 26 oz. vinyl wallcovering.
3. Ceilings - suspended acoustical ceiling.
4. Building Directory shall be provided for proper building and tenant identification and public orientation and direction.
5. Light fixtures - 24"x48" or 24"x24" fluorescent.
6. Aluminum and glass storefront for street level tenant spaces and dividers to public common areas.

B. Typical Floor.

1. Floors - carpet, 32 oz. or better.
2. Walls - gypsum board on metal studs. Extend wall to under side of ceiling, unless fire-rated wall.
3. Ceilings - 2' - 0" x 4' - 0" or 2' - 0" x 2' - 0" lay-in acoustical tile exposed grid system, with a minimum of 8' - 6" above finished floor.
4. Base - 4" vinyl base.
5. Sprinklers - semi-recessed chrome - finish head as required by applicable codes.
6. Light fixtures - 24" x 48" or 24" x 24" fluorescent.
7. Provide vinyl wallcovering for 8,000 square feet of wall area to be installed throughout tenant area as directed by Using Agency.

C. Shafts.

Fire-rated (as required by code) gypsum plank, unfinished on shaft side.

D. Toilet rooms.

1. Floors - unglazed ceramic tile with colored grout.
2. Walls - glazed tile with colored grout on gypsum board and metal stud partition to a minimum height of 6' - 0".

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3. Ceilings - suspended acoustic in 2' x 4' or 2' x 2' grid.
4. Toilet partitions - baked enamel finish complete with appropriate blocking.
5. Plumbing Fixtures - Wall mounted, vitreous china. Provide miscellaneous iron supports as required. See plumbing for fixtures.
6. Accessories - full height, frameless plate glass mirrors above vanities. Commercial grade stainless steel toilet accessories.
7. Sprinklers - semi-recessed chrome finished heads as required by code.
8. Light fixture - 24" x 48" or 24" x 24" fluorescent.

E. Interior Stairs.

1. Construction - Preformed checkered steel plate or metal pan with concrete fill, or concrete, and painted 1-1/4" steel pipe railings. Non-slip nosings.
2. Walls - Exposed construction painted.
3. Lighting - Fluorescent lights provided at each landing; use single tube or two tube fixtures as required.

F. Electrical and Telephone Closets.

1. Floors - Hardened concrete.
2. Walls - Gypsum board on metal studs (fire-ratings as required). Painted. Provide minimum 1/2" plywood wall board in areas to receive wall mounted equipment.
3. Ceilings - Exposed construction fire-proofed or suspended ceiling 8'-6" above finished floor.
4. Provide conditioned cooled supply air to utility closets and provide for return air and/or exhaust from these spaces.

G. Computer Room.

1. Floor - Vinyl composition tile.

H. Janitor Closets.

1. Floors - Hardened concrete.
2. Walls - Drywall on metal studs - primed and painted with epoxy grade paint.
3. Ceiling - Exposed construction fire-proofed or suspended ceiling 8'-6" above finished floor.

initial

10. OFFICE STANDARDS

A. Wall Partitions.

1. Minimum 2 1/2" steel studs with 5/8" gypsum wallboard at each side.
2. Provide 4" vinyl or rubber base at all walls.
3. Provide sound attenuation blankets in all corridor walls, executive offices, restrooms, employee room, and vertical mechanical shafts.
4. Provide fire-rated construction as required by code.
5. All mechanical, electrical and plumbing equipment to be concealed.

B. Ceilings.

1. Rated acoustical ceiling as required by code.
2. 24" x 24" or 24" x 48" mechanical grid system with exposed "T" bars or equal.
3. All mechanical electrical and plumbing equipment to be concealed.
4. Provide sound attenuation blanket at ceilings of conference rooms, executive offices, restrooms and employee room.

11. MILLWORK

- A. Wood shelving at 10" wide x 12" O.C. vertical to 5'-0" A.F.F. x 20 linear feet to be provided for storage. Painted finish.
- B. 20 linear feet of wood base and wall cabinets with plastic laminate counter top and sink cut out in Employee Room.
- C. 10 linear feet receptionist counter, wood base with plastic laminate top. 10 linear feet of wood base cabinets @ 5 LF each with plastic laminate tops.
- D. Three (3) units of 5 LF each of wood base and wall cabinets with plastic laminate counter tops and sink cut out in Kitchenette Break Areas.
- E. 5 LF of wood base and wall cabinets with plastic laminate countertop and sink cut out in Break Area.
- F. 5 LF of wood base and wall cabinets with plastic laminate counter top and sink cut out in Nurse Station.

Initial

12. BUILDING EQUIPMENT

- A. Halon fire control system for MIS Computer Room and IDAPP Vault.
- B. Building elevators (as required by building design)
 - 1. Hydraulic, 2,500 lb. capacity cars at 125 fpm. Minimum of three (3) passenger elevators for multi-story building.
 - 2. Hoistway entrance doors and frames - all elevators.
 - a. 42" center opening for 2,500 lb. capacity cabs.
 - b. Entrance level - Polished brass US 10 or equal.
 - c. All other levels - Baked enamel hollow metal.
 - 3. Security and Intercommunication Systems.
 - 4. Provide stainless steel ash urns at elevators.
 - 5. All elevators to meet accessibility standards of Illinois Accessibility Code, CDB, 1988.
 - 6. Provide freight elevator in addition to building passenger elevators for movement of equipment and furnishings with a door width of 48". Position freight elevator for secondary use as a passenger elevator.

13. SECURITY SYSTEM

Provide \$25,000 allowance for exterior and interior camera monitoring and key card security system.

14. PLUMBING

- A. Plumbing systems will conform to all applicable National, State and local codes and applicable sections of the State of Illinois Plumbing Code.
- B. Furnish and install Plumbing and Drainage work for all fixtures, equipment, services, drains, etc., as required for a complete and acceptable system.
- C. Work to include, but not limited to the following principal items:
 - 1. Connections of new water service from a point 5'0" outside building foundation wall, and into building including underground pipe and fittings.
 - 2. Service piping and valves for fire protection systems, up to and including detector check valve assembly.

Initial

3. Domestic cold water distribution systems from building service to each plumbing fixture, piece of equipment, HVAC systems and other connections requiring cold water, including pumps, pressure reducing valves, piping and controls, alarms, sleeves, inserts, hanger supports, hangers, pipe, fittings, plates, valves, expansion loops and anchors, and other necessary appurtenances.
4. Valved take-offs from the domestic cold water distribution systems to equipment and systems furnished by other trades requiring make-up water.
5. Domestic hot water distribution systems from water heaters to each plumbing fixture, piece of equipment, and other connections requiring hot water, including sleeves, inserts, hanger supports, hangers, pipe, fittings, plates, valves, expansion loops and anchors, and other necessary appurtenances.
6. Plumbing fixtures will be vitreous china, water saver type complete with trim, stops, hangers, carriers, supports, etc. Certain fixtures to have provisions to serve the handicapped. Selection based on maintaining sanitary conditions and to meet architect's requirements and specific function of each fixture type.
7. Toilet Rooms (Public and Employee)
 - a. Provide plumbing fixtures per the Illinois Plumbing Code. Each floor of a multi-story building to contain restroom facilities for men and women.
 - b. Drinking Fountains.

Provide the minimum number of electric water coolers per the Illinois Plumbing Code and at least one accessible EWC per floor of a Multi-story building.
8. Complete systems of soil, waste and vent piping, connecting each plumbing fixture, floor drain, and other pieces of equipment requiring same with the underground sewer mains to a point 5'0" outside building foundation wall, including sleeves, inserts, hanger supports, hangers, drains, pipe, fittings, cleanouts, plates, and other necessary appurtenances.
9. All plumbing to be concealed in wall and floor systems.
10. Complete system of drainage for the roof, including roof drains, downspouts, and collection piping, to a point 5'0" outside building foundation wall.
11. Provide adequate drainage system for all subterranean areas to consist of sump pump and floor drains.

Initial

12. Provide a double compartment stainless steel sink with faucet in Employee Room.
13. Provide a single compartment stainless steel sink with faucet in each of three (3) kitchenette/breakrooms.
14. Provide a single compartment stainless steel sink with faucet in Break Room.
15. Provide a single compartment stainless sink with faucet in Nurse Station.

15. HEATING, VENTILATING AND AIR CONDITIONING

A. General Scope of Work.

1. Furnish and install all necessary equipment to provide heating and cooling control so as to achieve a 72 degree Fahrenheit temperature, plus or minus 5 degrees. Said equipment must be designed so that outside fresh air is introduced in adequate quantity to maintain humidity of 35% to 55% outside limits. All work to be performed in strict accord with all Local, State, and National Codes. Install thermostats with covers and locks to protect them from damage and tampering.
2. Areas having excessive heat gain or heat loss or affected by solar radiation at different times of the day, shall be independently controlled so that the interior temperature conditions stipulated can be maintained without drafts and air-conditioning equipment noises.
3. Heating, air-conditioning and ventilation equipment shall be designed, installed and function as required by current standards and recommendations of the American Standard of Heating, Refrigerating and Air-Conditioning Engineerings, Incorporated; and National Fire Protection Association Standards 90A and 91, except for the temperature variations indicated above.
4. No base board heating units, unit ventilators, fin tube radiators or free standing HVAC components will be accepted in occupied spaces throughout tenant space.

B. HVAC work will include, but not limited to the following:

1. All necessary HVAC components to achieve performance requirements stated above.

Initial

2. Exhaust units for:

- a. Reproduction/duplicating room
 - b. Telephone equipment rooms
 - c. Electrical closets
 - d. Janitor closets
 - e. Toilet rooms
 - f. Copier rooms or areas
 - g. Employee room.
 - h. Break areas and kitchenette break areas.
3. Ventilation system for electric switch gear room and elevator room.
 4. Pressure relief system as required by applicable building codes.
 5. Insulated and acoustically treated ductwork, supply and return air distribution components.
 6. Computerized Energy Management System with automatic controls for all HVAC equipment. Provide remote programmable, 7-day time clocks with night setback capability to operate HVAC units. Provide adequate zoning of equipment to facilitate multi-zone monitoring.
 7. Independent air conditioning with automatic programmable controls ("intelligent system") for temperature and humidity to be provided for the MIS Computer Room, Print Shop, Seminar Room, Agency Conference Room, PBX Room and TBS (special phone) room.
 8. Provide thermal overload and power surge protection to all computers. In-line protection of 750 personal computers and 750 CRT's is required.
 9. Provide appropriate exhaust system for materials utilized in two (2) Camera Rooms.
 10. Kitchen equipment hoods with fire protection equipment required by applicable codes. Cost to be included in general allowance.

16. ELECTRICAL

- A. All work will be installed in strict accordance with all applicable rules, regulations, laws and codes.
- B. All electrical work, materials and equipment will conform to the requirements of the Electrical Code of the Municipality.

Initial

- C. Where applicable, materials will bear the label of inspection and approval of the Underwriters Laboratories.
- D. All necessary electrical components for building service and connections to public utility services will be provided.

E. Metering.

All electrical services to using agency will be metered separately.

F. Generally Building Services will be as follows:

1. Building exterior and HID lighting, 480Y/277 volt, 3-phase, 4-wire.
2. Building lighting and receptacles, 208Y/120 volt, 3-phase, 4-wire via contractor provided step-down transformers.
3. Fans and pumps, 480 volt, 3-phase, 3-wire.
4. Building space heating and domestic water heating 480Y/277 volt, 3-phase, 4-wire.
5. 220 volt electric service to reproduction and duplicating equipment.
6. 110-220 volt electrical service for copiers.
7. Ample service for computer equipment including 750 personal computers and CRT's.
8. An independent under floor duct system or conduit to feed modular furniture does not include the installation of infloor telephone, computer or electrical outlets. The Using Agency will not accept floor mounted outlets. The outlets will be integral with the modular partitions.
9. The UPS, Uninterrupted Power Source, should be capable of providing an uninterrupted source of power to provide two (2) continuous hours of operation for the following:
 1. Telephone switch system (PBX Room - TI Switch).
 2. Emergency lighting as required by applicable code(s).
 3. Volcelink system (Automatic Phone System).
 4. Two (2) offices in the MIS Division (each with Personal Computers).

G. Materials and Methods.

1. Electrical metallic tubing (EMT) thinwall conduit will be utilized where permitted by code in sizes 4" and smaller, except as described herein, EMT will be hot-dipped galvanized or zinc metallized.
2. Electrical metallic tubing (EMT) may be used for lighting and receptacle branch circuits and sub-feeders.

Initial

3. Intermediate grade conduit (IMC) will be used for main feeders and exposed conduits.
4. Heavy wall galvanized conduit (HHG) will be used for exterior circuitry.
5. Cable and wire will be copper with conductivity of not less than 98%, unless noted otherwise.
6. 600V insulated wire for building services will be Type THWN, No. 12 stranded or solid, No. 10 and larger stranded.
7. "Greenfield" and "Sealtite" will be used for final connections to transformers, motors, recessed lighting fixtures, and other equipment as permitted by code.
8. Provide underfloor duct system or conduit to feed modular furniture in all open areas where private cubicles are noted for personnel. Provide junction boxes, service fittings and connectors with all necessary components for an integrated system. Computer and telephone wiring to be fiber optic.
9. Conduit for fiber optic wiring is to be provided for in the base cost.
10. Illinois Department of Central Management Services (IDCMS) Bureau of Communications and Computer Services (BCCS) will provide specifications and contract fiber optic wiring for telephones and computers.

H. Switchboards.

Main switchboard will consist of the following:

1. Free standing, front accessible enclosure.
2. Separate electric utility metering sections.
3. Feeder devices over 800A; bolted pressure switches, current limiting fuses.
4. Feeder devices below 800A; quick make, quick break interrupter switches, current limiting fuses.
5. Copper bus: 1000 amp/per sq. in. braced for 65,000 amp symmetrical.
6. Copper ground bus.

Initial

I. Distribution.

1. Distribution panels will be of the safety, dead-front type, enclosed in standard cabinets with solid neutral and circuit breaker branches of size, type, and number required for tenant services.
2. Lighting and appliance panelboards will be of the safety, dead-front type, enclosed in standard cabinets with solid neutral and circuit breaker branches of size, type, and number required. Panelboards will be 42 pole, plug-on circuit breaker type.

J. Power System.

1. Motor controller wiring.
2. Circuit protector combination motor starters of the full voltage, non-reversing type will be provided with associated controls. Each starter will be equipped with a control transformer, 3-position selector switch, and 2 N.O. auxiliary contacts.
3. Motors and associated power controllers will be wired complete.
4. Separate disconnect will be of the fusible type.
5. Remote pushbutton stations, pilot lights, and other control devices will be provided as required by systems function.

K. Lighting and Receptacle Systems.

1. A complete system of branch circuit wiring, outlets, and wiring devices, will be provided throughout all areas.
2. Minimum branch circuit requirements will be as follows:
 1/2" electric metallic tubing
 No. 12 copper THHN
3. Generally, wall convenience outlets will be specification grade, NEMA 5-20R.
 Maximum number of convenience outlets per single phase circuit: 9
 Overcurrent protection per single phase convenience outlet circuit:
 20 amps
4. Generally, lighting switches will be specification grade, 120/277 volt, 20 amp. Additional switch types will be provided as required for an automatic building light turn off system; similar to a paragon FAX51-00 system to include single throw flush mounted time switches on each floor, (1) with a "master time clock" on each floor shall be installed.
5. Device plates will be metal.

Initial

L. Lighting Fixtures.

1. Lighting fixtures will be provided for general illumination, exit signs, emergency lighting, etc. Fixtures will be complete with lamps, lampholders, and necessary accessories, including plaster frames and special attachments where required.

2. Minimum illumination levels will be as follows unless noted otherwise.

Corridors	20 f.c.
Offices	70 f.c.
Utility spaces	20 f.c.
Stairs	20 f.c.
Lobbies	20 f.c.
Basement	40 f.c. Unfinished area

3. Fixtures will bear the Underwriters' Laboratories label and will be wired and installed in accordance with applicable codes.

4. General lighting (ambient lighting) will be designed for approximately 3.0 watts per square foot.

5. Interior general lighting will be fluorescent, 2' x 4' or 2' x 2' recessed type fixtures with parabolic (paracube) lenses for general office areas. Provide standard acrylic lenses and incandescent lighting where noted in tenant space requirement.

6. Ballasts will be sound rating A, UL/CMB listed, low energy, high-power factor type with Class P and internal capacitor protection.

M. Emergency System.

1. Emergency system will be in accordance with the National Electrical Code and applicable portions of the following standards:

NFPA 101 "Life Safety Code"
Municipal Building and Electrical Codes.

2. Emergency electrical service will be 480/277V with local transformation to 208Y/120V as required.

3. Egress lighting, exit signs, fire alarm system, sump pumps and elevators will be served by the emergency system.

N. Grounding System.

1. A system ground will be provided for transformer secondaries.

2. Grounding system will be in accordance with the Electrical Code of the municipality.

Initial

O. Safety Systems.

1. Safety systems for the building will include the following sub-systems:
 - a. Sprinkler System with sprinkler valve tamper and water flow indicators with annunciation for each zone. Tamper switches and water flow indicators furnished and installed by sprinkler company.
 - b. Smoke detection indicator, for areas not sprinklered, with annunciator for each zone.
 - c. Air handling units status indicators (on-running, off-stopped).
 - d. Fire Alarm and Smoke Detection System.
 - (1) A zoned electrically supervised fire alarm system will be provided which incorporates safety systems herein specified.
 - (2) Alarm initiating devices will consist of manual and automatic initiating devices as required.
 - (3) Smoke or heat detectors will be provided at the following locations:
 - Electric closets
 - Stairs
 - Elevator machine room
 - Elevator shaftsDuct detectors in supply fans downstream of filters, at return fans, and at each inlet to a return or exhaust riser.
As required by applicable codes.

P. Special Systems.

1. Exterior walkway and parking area lighting will be provided.
2. Wiring to building items such as elevators will be provided.
3. The electrical work will include all necessary wiring to HVAC and building equipment units.

Q. Tests.

1. All circuits, feeders and equipment will be tested out and proven free from improper grounds, opens or shorts.
2. All tests required by public authorities to demonstrate compliance with Local Codes and Laws will be performed.

Initial

17. FIRE PROTECTION

- A. Fire protection system will conform to the requirements of all applicable Building Codes, and applicable requirements of the National Fire Protection Association pamphlet 13 and 24.
- B. Furnish and install an automatic sprinkler system supplied at city water pressure from a water service for the entire building, consisting of all sprinklers, valves, piping, hangers, etc., as required for a complete and acceptable system.
- C. Work to include, but not limited to the following:

- 1. Building to be completely sprinklered with MIS Computer Room and IDAPP Vault on separate halon system; a sprinkler loop to be provided on each level with base building areas sprinklered. Each level to be separately zoned; water flow alarm to be provided. Sprinklers to be hydraulically calculated and designed for light hazard 0.10 g.p.m. per square foot over the hydraulically most remote 1500 s/f for offices, corridors and lobbies; and ordinary hazard group 1, 0.18 g.p.m. per s/f for loading dock, storage rooms, mechanical rooms, and toilet rooms.
- 2. 2-1/2" Fire Department valves and hoses to be installed in each stair and supplied from the sprinkler system.
- 3. Provide necessary slamese and test connections.
- 4. All valves will be supervised with tamper switches.
- 5. Fire extinguishers will be provided for base building areas, one in each stairway per floor, mechanical rooms, electrical rooms, storage areas and elevator equipment rooms.
- 6. Sprinkler heads will be coordinated with architectural reflected ceiling plans.

18. BUILDING SIGNAGE

- A. Provide a signage allowance of \$5,000 for interior signage.
- B. Provide a signage allowance of \$10,000 for exterior signage.

19. Modular Office Furniture.

Provide twenty-five (25) 67" high private work stations at 100 square feet each.

Provide one hundred fifty-seven (157) 67" high private work stations at 50 square feet each.



Provide thirty-nine (39) 53" high work stations at 100 square feet each.

Provide five hundred-one (501) 53" high work stations at 50 square feet each.

Manufacturer: Herman Miller, Haworth or approved equal. Approval of "equal" Manufacturer and product to include Using Agency and IDCMS.

Product: Action Office Encore or approved equal.

Panels: Panels shall have a rigid integrated frame constructed of high density particle board top, bottom, and side rails and stiles faced with aluminum-skinned hardboard, and finished with painted baked-on enamel. Each panel shall have a hollow base raceway that is easily accessible from both sides for cable and wire installation in accordance with all applicable electrical codes, or pre-wired for field connection panel-to-panel and at power source. Panel heights shall be 53" and 67". (Herman Miller A110 series or approved equal). Base price includes workstation clusters of six with power panel in center spline panel for cluster of six workstations.

Worksurfaces: Not included.

Components: Components including freestanding and suspended pedestals, adjustable keyboard arms, panel-hung shelves with dividers, pencil drawers, CPU carriers, transaction surface, and panel-hung paper management system shall be available (at additional cost) for modular furniture system selected. No components included in build-out cost.

20. GENERAL ALLOWANCE (Contingency)

A. Provide a general allowance of \$505,000.00.

Approval of Work to be included under general allowance shall be given by IDCMS only and must be obtained prior to commencement of additional work.

Initial

UNIT PRICE REQUIREMENTS

Initial

UNIT PRICE REQUIREMENTS

Unit prices for the following building standard items as described under "Building Program Requirements" remain valid throughout build-out period, until initial occupancy commences or until unit work has been completed by Contractor or Subcontractor, whichever comes first.

SITE & SITE FEATURES

1. Linear feet of concrete sidewalk (60" wide) @ \$13.00.
2. Linear feet of concrete curb (rolled edge) @ \$10.40.
3. Linear feet of concrete gutters @ \$10.80.
4. Square feet of bituminous concrete pavement @ \$1.30.
5. Site flag pole @ \$1,700.00 each.

DOORS

1. Building standard doors @ \$650.00 each - 3070 solid core oak in hollow metal frames. Doors shall be stained, sealed and varnished. Frames shall be painted. Hardware shall include butts, latchsets and door stops, as required.
2. Delay action closer @ \$160.00.
3. Panic bar hardware @ \$340.00.
4. Push-pull door opener @ \$65.00.
5. Lever-type lockset @ \$195.00.
6. Passage lockset @ \$85.00.
7. Privacy lockset @ \$85.00.
8. Linear feet of 8' - 6" glass wall/aluminum frame storefront (finished) @ \$127.00.
9. Unit price of storefront door 3070 @ \$700.00 each.

WINDOWS AND WINDOW TREATMENT

1. Unit price of window blind fitted to building standard window; narrow slat metal BLIND \$1.75 square foot.

FINISHES

1. Square feet of quarry tile @ \$7.50.
2. Square feet of acoustical ceiling including suspension system @ \$1.20.
3. Square feet of 2-coat finish paint (latex) @ \$.33.

Initial

4. Square feet of 2-coat finish paint (enamel) @ \$.38.
5. Square feet of 2-coat finish paint (epoxy) @ \$.55.
6. Square yard of 32 oz. carpet installed @ \$15.00.
7. Square feet of ceramic floor tile @ \$7.50.
8. Square feet of glazed wall tile @ \$7.50.
9. Each enamel finished metal toilet partition @ \$350.00.
10. Square feet vinyl wallcovering @ \$1.25.

INTERIOR WALLS (OFFICE STANDARDS)

1. Demising walls @ \$50.00 per linear foot.
Metal studs with 5/8" gypsum wallboard, sound attenuation blanket, 2-coat painted finish, tape and sanded finish, 4" vinyl base. Wall height from floor to structure above.
2. Partition Walls @ \$37.00 per linear foot. Metal studs with 5/8" gypsum wallboard, tape and sanded, 2-coat painted finish, 4" vinyl base. Partition height from floor to ceiling.
3. Sound Walls @ \$42.00 per linear foot.
Metal studs with 5/8" gypsum wallboard, tape and sanded, 2-coats painted finish, 4" vinyl base with sound attenuation blanket. Height from floor to ceiling.

MILLWORK

1. Linear feet of counter with countertop @ \$150.00.
2. Linear feet of shelving at 12" O.C. to height of 5'-0" with painted finish @ \$45.00.

ELECTRICAL

1. Installed 2' x 4' recessed fluorescent fixture with 1/2 x 1/2 x 1/2 DP silver specular parabolic lens @ \$140.00.
2. Installed 2' x 2' recessed fluorescent fixture with 1/2 x 1/2 x 1/2 DP silver specular parabolic lease @ \$140.00.
3. Duplex electrical outlet - wall mounted @ \$85.00.
4. Telephone outlet - wall mounted @ \$45.00 (for stub and outlet only).
5. Computer outlet - wall mounted @ \$45.00 (for stub and outlet only).
6. Wall mounted light switch, 120V max. 9 fixtures per control @ \$85.00.
7. 220 volt outlet, 1 - 20 amp, 2 wire @ \$315.00.
8. Exterior HID light fixture, 2/400 watt @ \$3,500.00.

Initial

MODULAR OFFICE FURNITURE

1. 53" high workstation at 50 square feet - \$860.00.
2. 53" high workstation at 100 square feet - \$1,270.00.
3. 67" high workstation at 50 square feet - \$1,040.00.
4. 67" high workstation at 100 square feet - \$1,370.00.

Unit Prices for modular office furniture based upon product specifications written herein.

2047K
9/11/91

Initial

Illinois Accessibility Code (IAC) Specifications

NEW BUILDING

- A. This is not an official authorization for the construction or alteration of a public facility.
- B. Category of Construction: New Public Facility
- C. Classification of Occupancy: Non-specific
- D. Exemptions: None
- E. Elements Required by the Illinois Accessibility Code for Accessibility Include, but Not Limited to:

Accessible Route	Subsection 400.310(a)
Means of Egress and Place of Refuge	Subsection 400.310(b)
Parking	Subsection 400.310(c)
Curb Ramps (if necessary)	Subsection 400.310(d)
Ramps (from parking if necessary)	Subsection 400.310(e)
Stairs	Subsection 400.310 (f)
Elevators	Subsection 400.310 (g)
Platform Lifts	Subsection 400.310 (h)
Windows	Subsection 400.310(i)
Doors	Subsection 400.310(j)
Entrance	Subsection 400.310(k)
Drinking Fountain	Subsection 400.310(l)
Restrooms	Subsection 400.310(m)
Storage	Subsection 400.310(n)
Controls and Operating Mechanisms	Subsection 400.310(o)
Alarms (if provided or required by building code)	Subsection 400.310(p)
Detectable Warnings	Subsection 400.310(q)
Signage	Subsection 400.310(r)
Telephones	Subsection 400.310(s)

Initial

F. Additional Requirements for Special Occupancy:

Subsection 400.320(m)

See Tenant Work

G. "Construction documents for all Public Facilities and Multi-Story Housing Units shall include a statement of compliance with the Act (EBA) unless the cost of the work is less than \$50,000. Affixing of a professional seal by an architect or engineer in accordance with the Illinois Architecture Act, Illinois Professional Engineering Act, and/or the Illinois Structural Engineering Act may be provided in lieu of the statement of compliance. The statement of compliance shall be filed with the local Building Permit Issuing Authority or, in the absence of such an authority, with the County Clerk. For publicly-owned work, it shall be filed with the governmental unit contracting for the work." (IAC, section-forward)

H. Section 400.710 of the IAC provides the standards for governmental leasing, renting or use of public facilities.

Since the lease will be executed after May 1, 1988, and the original building is to be constructed after May 1, 1988, to achieve the minimum required accessibility, compliance with Subsection 400.310 of the Illinois Accessibility Code referenced in Section 400.710, Standards For Government Leasing, Renting, or Use of Public Facilities is required.

I. The Lessor is responsible for complying with all applicable codes, including the Illinois Accessibility Code, May 1, 1988.

J. The Lessor is responsible for obtaining and filing a statement of compliance with the Illinois Accessibility Code with the governmental unit contracting for the work, unless the cost of the work is less than \$50,000 or unless the construction documents bear the seal of an Illinois Licensed Architect or Engineer as defined by Illinois Law.

K. This accessibility specification is to determine the feasibility of government use of a public facility. The accessibility requirements stated herein are for use as minimum specifications to this lease property. Other specifications may be required to meet the using agency's space requirements. As such, these specifications are not construction documents.

L. The Lessor shall provide all necessary construction documents, permits, certificates, and other documents as may be required for the purpose of any construction relating to this property in accordance with all applicable governing laws and policies of the government unit contracting for the work.

M. Lessor shall conform to the requirements of The Illinois Architecture Practice Act of 1989, Section 3 which requires an Illinois Licensed Architect complete the project and seal construction documents unless interior alterations do not involve structural changes.

REW:jmd
9332K

Initial

Section 5000.310 Area Measurement

- a) Area measurement for the purpose of calculating rentable areas will be based on the following standards in situations where the State is a single tenant.
 - 1) Where the State is the only tenant on a single floor of a multi-story building, the rentable area shall include the entire area within the exterior walls (measured to the inside of the finished wall surface), less stairways, elevator shafts, pipe chases, vertical air ducts and the enclosing walls of all such excluded areas. Toilets, restrooms, corridors and utility rooms serving that floor exclusively will be included as part of the rentable area.
 - 2) Where the State is the only tenant in a one story building those areas excluded in (1) above, will be included as part of the rentable area if appropriate.
 - 3) Where the State is the only tenant in a multi-story building, those areas excluded in (1) will be included as part of the rentable area.
- b) Area measurements for the purpose of calculating rentable area will be based on the following standards in situations where the State is a multiple tenant.
 - 1) Where there are other tenants on the same floor in a multiple-story building or on the same floor in a one-story building, the rentable area shall include a percentage of areas used in common with the tenants proportionate to the lessee's share of the total net useable space. These areas include public corridors, restrooms, and all common service and utility areas. Stairways, elevator shafts, vertical pipe chases and air ducts shall be excluded from the total area of useable space.
 - 2) The rentable area in such cases shall be calculated by measuring from the interior finish surface of exterior walls to the office side of any corridor wall or other permanent wall and to the center of walls or partitions separating the demised space from other adjacent rentable areas. No deduction shall be made for the area occupied by columns or projections necessary to the building structure.
- c) Boiler rooms and machine rooms for heating and air conditioning equipment shall be excluded from rentable areas regardless of location.

Initial

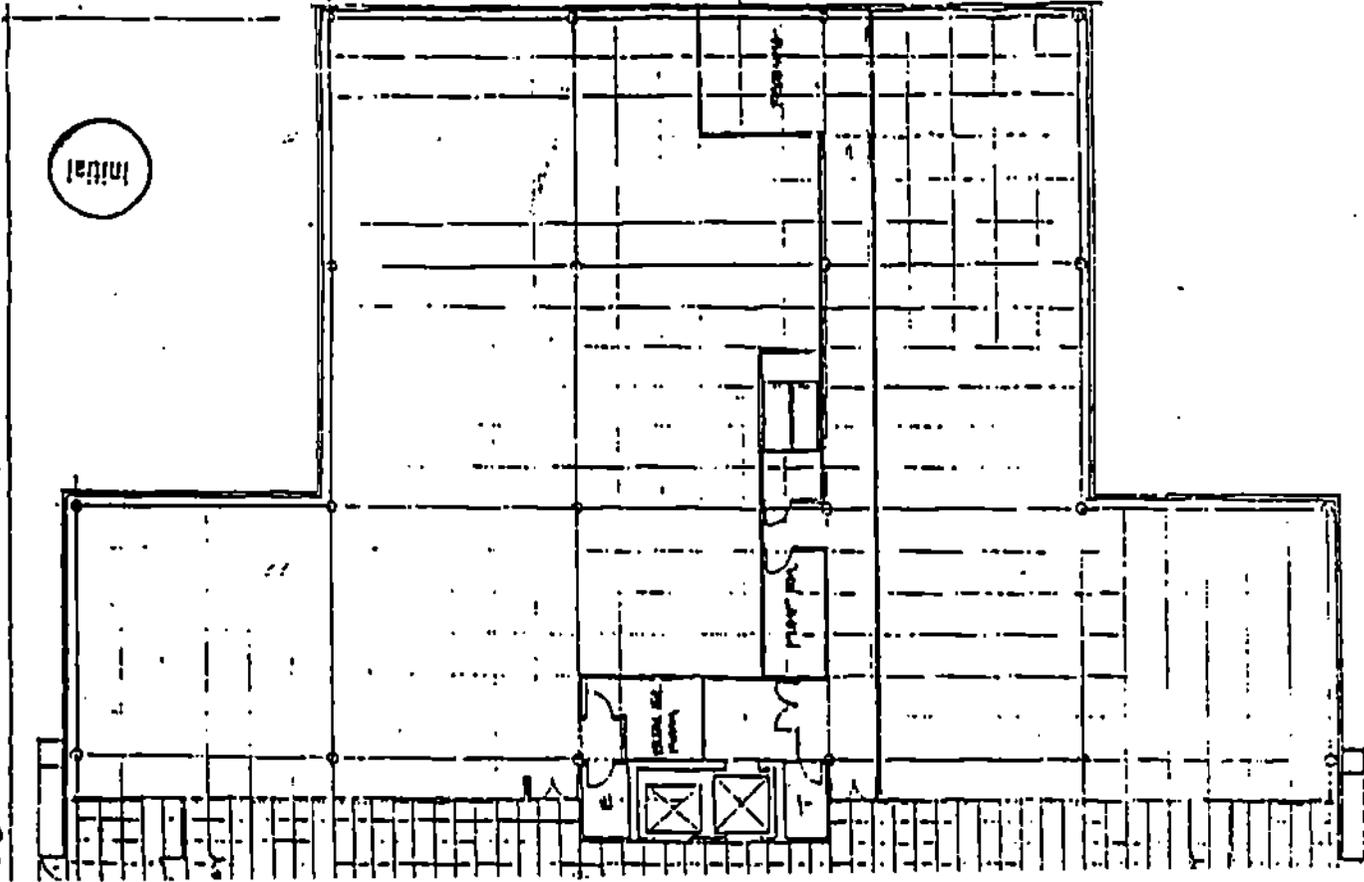
APPENDIX B

CONCEPT DRAWINGS

First Floor Plan: October 14, 1991
Typical Floor Plan: October 14, 1991
Site Plan: October 14, 1991

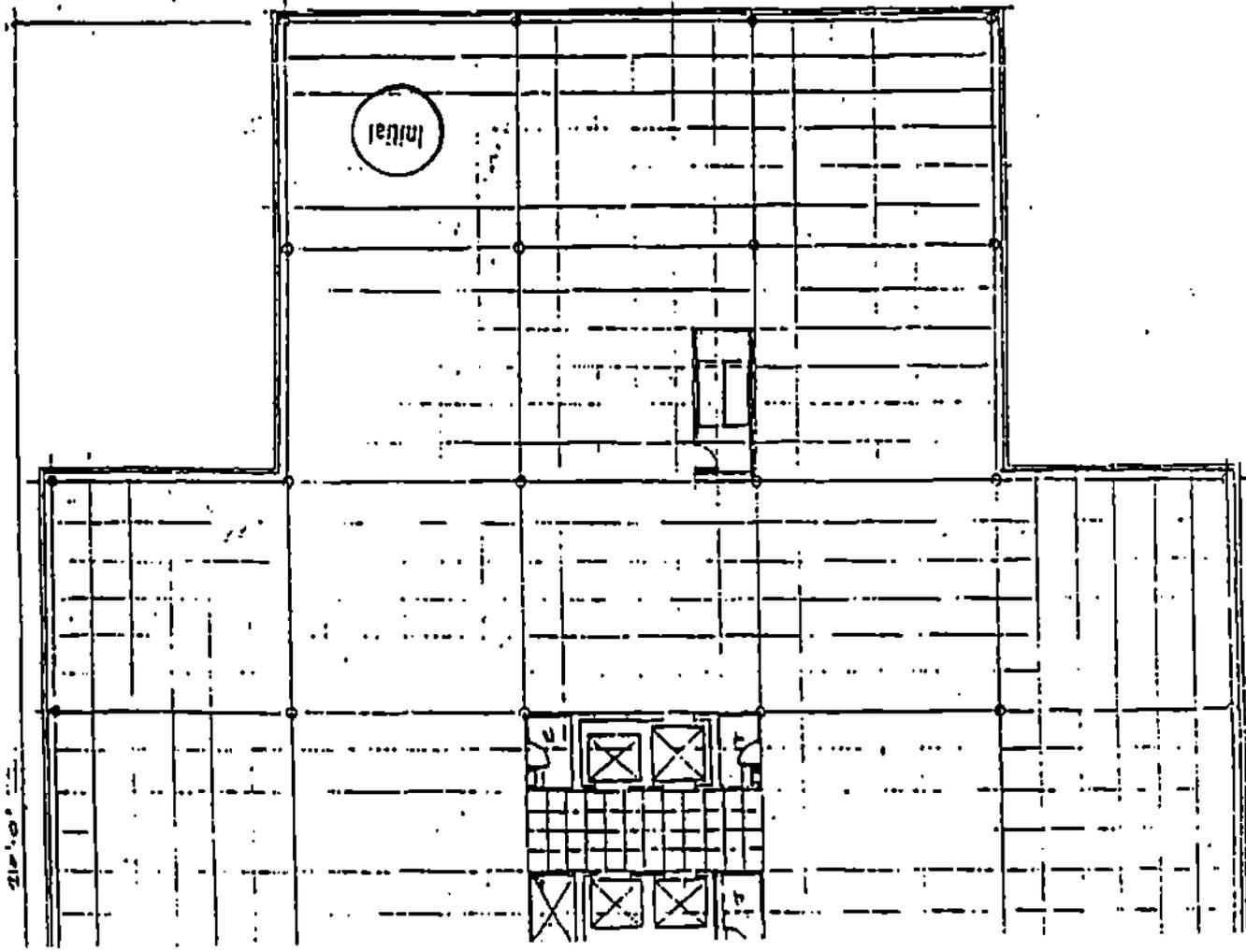
Initial

Initial



SELOM CORNELL BLENZ & ASSOCIATES INC.

NCE COMMISSION



21/2" = 1'-0"

Initial

SOLUTION CORP. BUREAU & ASSOCIATES, INC.

ROBERT ASSISTANCE COMMISSION

DEVELOPER



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Initial

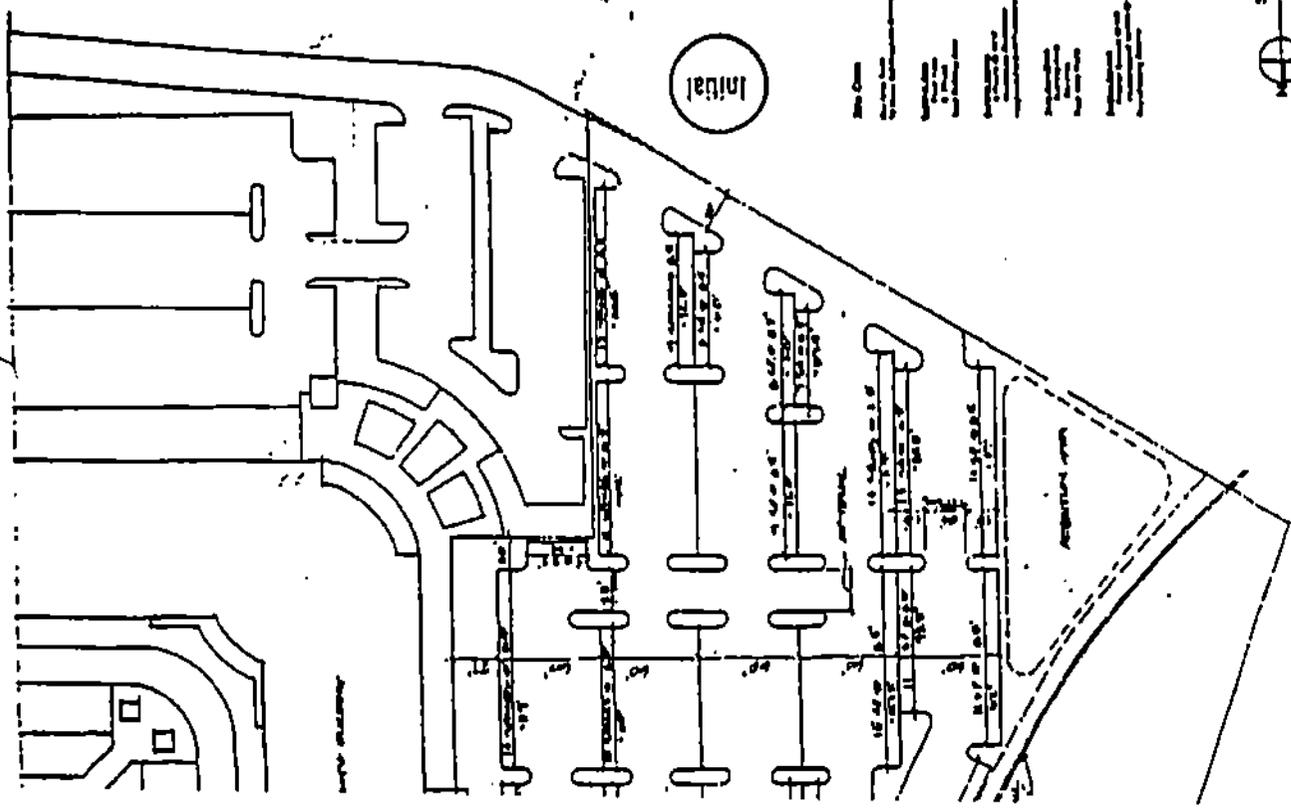


EXHIBIT D
FUNDING SCHEDULE

Installment Payment Date	Funding Amount (1)
6/30/92	0
12/31/92	0
6/30/93	0
12/31/93	729,649
6/30/94	1,297,751
12/31/94	713,458
6/30/95	1,313,942
12/31/95	696,344
6/30/96	1,331,056
12/31/96	678,255
6/30/97	1,349,145
12/31/97	659,135
6/30/98	1,368,265
12/31/98	636,088
6/30/99	1,391,312
12/31/99	611,543
6/30/00	1,415,857
12/31/00	585,403
6/30/01	1,441,997
12/31/01	557,564
6/30/02	1,469,836
12/31/02	527,915
6/30/03	1,499,485
12/31/03	494,517
6/30/04	1,532,883
12/31/04	458,824
6/30/05	1,568,576
12/31/05	420,676
6/30/06	1,606,724
12/31/06	379,905
6/30/07	1,647,495
12/31/07	336,332
6/30/08	1,691,068
12/31/08	289,255
6/30/09	1,738,145
12/31/09	238,906
6/30/10	1,788,494
12/31/10	185,058
6/30/11	1,842,342
12/31/11	127,467
6/30/12	1,899,933
12/31/12	65,874
6/30/13	1,961,526

(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
available as a credit for such purpose pursuant to Sections 4 (g) and
32 of the Agreement

(1) Installment Payment Date	(2) Principal Component	(3) Interest Component	(4) Base Installment Payments
June 30, 1992	\$	\$ 535,955	\$ 535,955
December 31, 1992		803,933	803,933
June 30, 1993		803,933	803,933
December 31, 1993		803,933	803,933
June 30, 1994	565,000	803,933	1,368,933
December 31, 1994		787,831	787,831
June 30, 1995	600,000	787,831	1,387,831
December 31, 1995		770,731	770,731
June 30, 1996	635,000	770,731	1,405,731
December 31, 1996		752,633	752,633
June 30, 1997	670,000	752,633	1,422,633
December 31, 1997		733,538	733,538
June 30, 1998	705,000	733,538	1,438,538
December 31, 1998		710,626	710,626
June 30, 1999	755,000	710,626	1,465,626
December 31, 1999		686,088	686,088
June 30, 2000	805,000	686,088	1,491,088
December 31, 2000		659,926	659,926
June 30, 2001	855,000	659,926	1,514,926
December 31, 2001		632,138	632,138
June 30, 2002	910,000	632,138	1,542,138
December 31, 2002		602,563	602,563
June 30, 2003	970,000	602,563	1,572,563
December 31, 2003		569,219	569,219
June 30, 2004	1,035,000	569,219	1,604,219
December 31, 2004		533,641	533,641
June 30, 2005	1,110,000	533,641	1,643,641
December 31, 2005		495,485	495,485
June 30, 2006	1,185,000	495,485	1,680,485
December 31, 2006		454,751	454,751
June 30, 2007	1,265,000	454,751	1,719,751
December 31, 2007		411,266	411,266
June 30, 2008	1,350,000	411,266	1,761,266
December 31, 2008		364,354	364,354
June 30, 2009	1,445,000	364,354	1,809,354
December 31, 2009		314,140	314,140
June 30, 2010	1,545,000	314,140	1,859,140
December 31, 2010		260,451	260,451
June 30, 2011	1,655,000	260,451	1,915,451
December 31, 2011		202,940	202,940
June 30, 2012	1,770,000	202,940	1,972,940
December 31, 2012		141,433	141,433
June 30, 2013	4,070,000	141,433	4,211,433

¹ Columns (1) and (4) of this Schedule are to be completed upon execution of the Agreement for aggregate Base Installment Payments commencing with an assumed March 1, 1992 Date. The Schedule is to be supplemented on the Assignment Closing Date to set forth the revised Base Installment Payments and their principal and interest components for the entire Term commencing with the Assignment Closing Date or any dated date established for the Participations. See Section 32 of the Agreement.

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 74% interest in such entity or if such corporation is publicly traded and there is no readily known individual having greater than 74% interest, then the requirements of this disclosure may be met by so stating below.

SEE SCHEDULE I ATTACHED HERETO

II. For land trusts, state the name of every owner or beneficiary having an interest in the Agreement.

SEE SCHEDULE I ATTACHED HERETO

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

NO YES If "yes" explain employment and/or relationship.

IV. I, LAWRENCE M. FREEDMAN, state on oath or affirm that I am ~~XXXXXXX~~ attorney and agent of ~~XXXXXXXXXX~~ WALT PARTNERSHIP, an Illinois General Partnership 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.

State of Illinois)
County of Cook) SS

I, HELEN K. FUENTES, certify on December 30, 1991, LAWRENCE M. FREEDMAN, personally appeared before me and swore or affirmed that he signed this and that the information provided was true and correct.

Notary
Seal

Helen K. Fuentes
Notary Public

Commission Expires: 11/23/97

[Signature] date

Attestation (name/title) date
"OFFICIAL SEAL"
HELEN K. FUENTES
Notary Public, State of Illinois Seal
My Commission Expires Nov. 23, 1992

Initial

SCHEDULE I

The beneficial interest in NBD Trust Company of Illinois Trust No. 1223-CH is entirely held by WALT Partnership, an Illinois General Partnership. The partners of WALT Partnership are Chai Venture, an Illinois Limited Partnership (90%) and TAG Real Estate Venture, an Illinois Limited Partnership (10%). All of the outstanding shares of stock in the corporate general partner of Chai Venture are owned by William A. Alter and all of the limited partners in Chai Venture are trusts or other family entities of William A. Alter. The general partnership interest in TAG Real Estate Venture is held by William A. Alter or a corporation wholly owned by him and the remaining limited partnership interests comprising 90% of said partnership are owned by the following individuals: RONALD SIEGEL, MORTON BORKAN, RANDOLPH THOMAS, ELEANOR SPRINGER, SAMUEL GOULD, MARK TRITSCHLER, and RICHARD GATTO - 14 1/7% each.

1999 SUPPLEMENT

to

INSTALLMENT PURCHASE AGREEMENT

By and Between

**AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
not personally but solely as trustee
under Trust Agreement dated September 12, 1991
and known as Trust No. 1223-CH,
as Seller**

and

**THE STATE OF ILLINOIS
Acting by
THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
for the benefit of
THE ILLINOIS STUDENT ASSISTANCE COMMISSION,
as Purchaser**

**Dated as of October 18, 1991
As Amended and Restated as
of March 1, 1992
(Supplement Dated as of June 1, 1999)**

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Exhibit A - Legal Description of Facilities

Exhibit B - 1999 Base Installment Payment Schedule

**EXHIBIT A
LEGAL DESCRIPTION OF FACILITIES**

(See Attached)

011.226981.6

Exhibit A-1

PARCEL 1:

LOT 3 IN ARBORLAKE CENTRE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27475383 (EXCEPT THE PORTION THEREOF CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY PURSUANT TO TRUSTEK'S DEED DATED FEBRUARY 27, 1991 AND RECORDED JULY 15, 1991 AS DOCUMENT NUMBER

91351060), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 7, 1984 AND RECORDED AS DOCUMENT NUMBER 27021049, AS AMENDED BY AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT NUMBER 27419485 AND BY SECOND AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT NUMBER 88145387:

THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 2 (EXCEPT THE EAST 25.0 FEET THEREOF) OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE EAST 5 ACRES (EXCEPT THEREFROM THE WEST 162 FEET OF THE EAST 5 ACRES) OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

A STRIP OF LAND 80 FEET WIDE, EXTENDING 63 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD, THE CENTER LINE OF SUCH 80 FOOT WIDE STRIP BEING A LINE PARALLEL TO AND 596.44 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND

THAT PART OF THE NORTH 1/2 OF THE WEST 1/2 OF LOT 2 IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD WITH A LINE 103.62 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5, AFORESAID; THENCE NORTH 89 DEGREES 49 MINUTES 07 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 94.50 FEET; THENCE SOUTH 70 DEGREES 46 MINUTES 12 SECONDS EAST 33.18 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE CONVEX EASTERLY AND HAVING A RADIUS OF 26.13 FEET FOR A DISTANCE OF 49.64 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 16 DEGREES 21 MINUTES 16 SECONDS EAST); THENCE SOUTH 38 DEGREES 03 MINUTES 41 SECONDS WEST 14.48 FEET TO A LINE 63.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID RIGHT OF WAY; THENCE SOUTH 89 DEGREES 49 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 111.29 FEET; THENCE ~~NORTHEASTERLY ALONG AN ARC OF A CIRCLE CONVEX WESTERLY~~ AND HAVING A RADIUS OF 32.0 FEET FOR A DISTANCE OF 75.69 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 18 DEGREES 11 MINUTES 00 SECONDS EAST); THENCE NORTH 85 DEGREES 56 MINUTES 19 SECONDS EAST 90.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD, AFORESAID; THENCE NORTH 89 DEGREES 49 MINUTES 07 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 159.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF LOT 2 IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SAID LOT IS REPRESENTED ON THE MAP OF GOVERNMENT SURVEY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 50.0 FEET OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 OF THE NORTH EAST 1/4 OF SECTION 6, AFORESAID, WHICH IS 162 FEET EAST OF THE WEST LINE OF THE EAST 5 ACRES OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 IN THE NORTHEAST 1/4 OF SECTION 6, AFORESAID; THENCE SOUTH 0 DEGREES 27 MINUTES 47 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID EAST 5 ACRES 25.0 FEET; THENCE NORTH 72 DEGREES 59 MINUTES 48 SECONDS EAST 87.0 FEET TO THE SOUTH LINE OF THE NORTH 160.0 FEET, AFORESAID; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST 83.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND ACCESS AND FOR CONSTRUCTION AND INSTALLATION OF THE HUENL ROAD EXTENSION OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY DECLARATION AND GRANT OF EASEMENT DATED FEBRUARY 11, 1984 AND RECORDED FEBRUARY 13, 1985 AS DOCUMENT NUMBER 27441713 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1983 AND KNOWN AS TRUST NUMBER 57661;

PARCEL 4:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR PARKING, INGRESS AND EGRESS, UTILITY FACILITIES, LANDSCAPING, TENNIS COURTS AND SIGNAGE OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY THE DECLARATION AND GRANT OF RECIPROCAL RIGHTS DATED JANUARY 31, 1985 AND RECORDED FEBRUARY 6, 1985 AS DOCUMENT 27438249 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBERS 51840, 63290, 63291, 63292 AND THE RESTATEMENT THEREOF RECORDED APRIL 18, 1988 AS DOCUMENT NUMBER 88150149; AND AS SUPPLEMENTED BY FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL RIGHTS BY AND BETWEEN NBD TRUST COMPANY OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 12, 1991 AND KNOWN AS TRUST NUMBER 1223-CH, THE ALTER GROUP, LTD., ILLINOIS STUDENT ASSISTANCE COMMISSION, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1985 AND KNOWN AS TRUST NUMBER 63290 AND LAKE-COOK/TOLLWAY FUTURE PHASE ASSOCIATES DATED MARCH 31, 1992 AND RECORDED APRIL 1, 1992 AS DOCUMENT NUMBER 92219422;

LOTS 1, 2 AND 4 IN ARBORLAKE CENTRE SUBDIVISION IN SECTION 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT 27475983, IN COOK COUNTY, ILLINOIS.

EXHIBIT B
1999 BASE INSTALLMENT PAYMENT SCHEDULE

(1) Installment Payment Date	(2) Principal Component	(3) Interest Component	(4) Base Installment Payments
12/31/99		\$ 472,940.90	\$ 472,940.90
06/30/00	\$ 1,005,000	467,743.75	1,472,743.75
12/31/00		445,131.25	445,131.25
06/30/01	1,050,000	445,131.25	1,495,131.25
12/31/01		421,506.25	421,506.25
06/30/02	1,095,000	421,506.25	1,516,506.25
12/31/02		396,868.75	396,868.75
06/30/03	1,150,000	396,868.75	1,546,868.75
12/31/03		370,993.75	370,993.75
06/30/04	1,200,000	370,993.75	1,570,993.75
12/31/04		343,993.75	343,993.75
06/30/05	1,255,000	343,993.75	1,598,993.75
12/31/05		315,128.75	315,128.75
06/30/06	1,310,000	315,128.75	1,625,128.75
12/31/06		284,343.75	284,343.75
06/30/07	1,370,000	284,343.75	1,654,343.75
12/31/07		250,093.75	250,093.75
06/30/08	1,440,000	250,093.75	1,690,093.75
12/31/08		214,813.75	214,813.75
06/30/09	1,510,000	214,813.75	1,724,813.75
12/31/09		177,063.75	177,063.75
06/30/10	1,585,000	177,063.75	1,762,063.75
12/31/10		136,646.25	136,646.25
06/30/11	1,670,000	136,646.25	1,806,646.25
12/31/11		94,061.25	94,061.25
06/30/12	1,755,000	94,061.25	1,849,061.25
12/31/12		48,431.25	48,431.25
06/30/13	1,845,000	48,431.25	1,893,431.25
Total	\$19,240,000	\$7,938,837.15	\$27,178,837.15

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT made and entered into as of March 1, 1992 (the "Fiscal Agent Agreement"), by and among NBD Trust Company of Illinois, not personally but solely as trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH ("Seller"), and First of America Bank - Springfield, N.A., a national banking association qualified to exercise corporate trust powers in the State of Illinois, as fiscal agent ("Fiscal Agent").

W I T N E S S E T H:

WHEREAS, the State of Illinois has entered into arrangements for the installment purchase of certain land, buildings and related property from Seller and Seller desires to provide financing for the acquisition and improvement of such property legal title to which is or will be held by Seller; and

WHEREAS, the State of Illinois, acting by the Department of Central Management Services ("CMS") for the benefit of the Illinois Student Assistance Commission (the "Purchaser" or the "State"), and the Seller have provided for the acquisition and improvement of such property by entering into an Installment Purchase Agreement (the "Installment Purchase Agreement"); and

WHEREAS, the Seller and the Fiscal Agent desire to arrange for the application of the proceeds of the sale of the Participations (as defined hereafter) to finance the acquisition and improvement of such property by the Seller for purposes of the Installment Purchase Agreement; and

WHEREAS, the Seller, in order to provide for the capable operation, for the maintenance and repair, for the continuity of management and for the retention of value of the Facilities, proposes to enter into the Management Agreement with the Servicer; and

WHEREAS, in order to accomplish such objectives, the Seller has, concurrently with the execution and delivery hereof, executed and delivered the Assignment, selling and assigning all of its rights under the Installment Purchase Agreement (other than Retained Rights) to the Fiscal Agent and proposes to enter into this Fiscal Agent Agreement with the Fiscal Agent.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings, provisions and agreements herein contained and of the purchase and acceptance of the Participations by the Owners (as hereinafter defined), and in order to provide for the payment of the principal, premium, if any, and interest with respect to the Participations according to their true intent

and meaning, and to provide for the performance and observance of all covenants and conditions therein, herein and in the Installment Purchase Agreement contained and to fix and declare the terms and conditions upon which the Participations are to be executed, delivered, secured and enforced, and the acceptance by the Fiscal Agent of the trusts hereby created, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Seller hereby sells, transfers and assigns to the Fiscal Agent for the benefit of the Owners: (a) all right, title and interest of the Seller in and to the Installment Purchase Agreement (other than the Retained Rights), including all supplements and all extensions and renewals of its term, if any, including, but without limiting the generality of the foregoing, all benefits and proceeds of and all sums payable under the Installment Purchase Agreement, and the present and continuing right to make claim for, collect, receive and receipt for any Base Installment Payments, income, revenues, receipts, issues, profits, insurance proceeds and other sums of money payable to or receivable by the Seller under the Installment Purchase Agreement, whether payable pursuant thereto or otherwise, to bring actions and proceedings under the Installment Purchase Agreement, or for the enforcement thereof, and to do any and all things which the Seller is or may become entitled to do under the Installment Purchase Agreement; (b) all moneys and investments in the Trust Fund (other than in the Rebate Fund and the Operating and Maintenance Fund), including the Letter of Credit and any proceeds thereof, and investment earnings thereon; and (c) the Collateral Assignment and any additional property that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof.

TO HAVE AND TO HOLD all of the above to the Fiscal Agent and its successors in said trust and to its and their assigns forever for the equal and proportionate benefit, security and protection of all present and future Owners of the Participations executed and delivered hereunder and Outstanding (as hereinafter defined), without preference, priority or distinction of any one Participation over any other, upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. Capitalized terms defined in the Installment Purchase Agreement shall, for purposes of this Fiscal Agent Agreement, have the meanings set forth in the Installment Purchase Agreement unless the context requires otherwise. In addition, the terms defined below shall have the following meanings:

"Administrative Expenses" means the reasonable ordinary and extraordinary annual fees and expenses, including legal and other professional and consulting fees and expenses, of the Fiscal Agent and the Seller for their services hereunder.

"Administrative Expense Fund" means the fund established under Section 4.02 of this Fiscal Agent Agreement.

"Beneficiary" means WALT Partnership, an Illinois general partnership, or its successors and assigns.

"Bureau" means the State of Illinois Bureau of the Budget.

"Capitalized Interest Account" means the account designated as such within the Facilities Acquisition Fund.

"Closing Date" means the date on which the proceeds of the sale of the Participations are received by the Fiscal Agent.

"Collateral Assignment" means the Collateral Assignment of Beneficial Interest dated as of March 1, 1992 from the Beneficiary to the Fiscal Agent.

"Facilities Acquisition Fund" means the fund established under Section 4.03 of this Fiscal Agent Agreement.

"Financial Guaranty Bond" means the Financial Guaranty Bond issued by the Insurer concurrently with the issuance of the Participations.

"Government Obligations" means direct obligations of the United States of America, including Treasury bills, notes and bonds.

"Installment Purchase Agreement" means the Installment Purchase Agreement dated as of October 18, 1991, between NBD Trust Company of Illinois, not personally but solely as trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH, as seller, and the State of Illinois, acting by CMS for the benefit of the Illinois Student Assistance Commission, as purchaser, as restated, amended and supplemented.

"Insurer" means Capital Guaranty Insurance Company, a Maryland corporation.

"Investment Agreement" means one or more Investment Agreements constituting direct obligations of a bank or insurance company, provided the form of such Investment Agreement and the obligor thereunder shall be acceptable to the Insurer.

"Letter of Credit" means the Letter of Credit issued by LaSalle National Bank and referred to in Section 4.03 hereof or any substitute letter of credit or credit facility as may be approved by the Insurer in accordance with its published list of approved issuers of letters of credit then in effect or as may be otherwise acceptable to the Insurer.

"Letter of Credit Amount" means an amount certified by a firm of certified public accountants and approved by the Insurer which shall not be less than the difference between (a) the amount necessary to prepay all Outstanding Participations on January 15, 1994 at a price of par plus accrued interest pursuant to Section 3.16(b)(i) hereof and (b) the aggregate of the funds held by the Fiscal Agent in the Trust Fund (other than in the Rebate Fund, the Administrative Expense Fund and the Operating and Maintenance Fund) on January 15, 1994; provided, however, that in the circumstances described in the second sentence of Section 3.16(b) hereof the term "January 15, 1994" shall be changed to "July 15, 1994" for purposes of this definition.

"MSTC" means Midwest Securities Trust Company, a limited purpose trust company organized under the laws of the State of Illinois, as depository of the Participations, and any successor depository of the Participations.

"MSTC Letter" means the letter of representation executed by the Seller and the Fiscal Agent.

"MSTC Participants" means the securities brokers and dealers, banks, trust companies, clearing corporations and other organizations which participate in or have access to MSTC's system for the electronic clearance and settlement of securities transactions.

"Mutual Fund" means a money market mutual fund registered under the Investment Company Act of 1940; provided the portfolio of such fund is limited to United States Treasury securities, securities guaranteed by the full faith and credit of the United States of America as to principal and interest and to agreements to repurchase such securities; and, further provided, that securities issued by such fund are rated in the highest rating category by Standard & Poor's Corporation and are approved in writing by the Insurer.

"Operating and Maintenance Fund" means the fund established under Section 4.07 of this Fiscal Agent Agreement.

"Outstanding," when used with reference to the Participations and as of any particular date, means all Participations theretofore delivered except: (a) any Participation cancelled by the Fiscal Agent on or before such date, (b) any Participation in lieu of or in substitution for which another Participation shall

have been delivered pursuant to this Fiscal Agent Agreement, (c) Participations which are deemed paid in accordance with Section 8.02 of this Fiscal Agent Agreement and (d) Participations owned by the State of Illinois.

"Owner" or "Participation Owner" or "holder" or "registered holder" or any similar term, when used with respect to the Participations, means the registered owner of any of the Outstanding Participations as reflected on the Participation Register.

"Participations" means the participations executed and delivered by the Fiscal Agent hereunder, evidencing the proportionate interest of the owners thereof in Base Installment Payments payable pursuant to the Installment Purchase Agreement.

"Participation Payment Date" means January 1 and July 1 of each year, commencing with July 1, 1992 and terminating on July 1, 2013.

"Participation Register" means the books of the Fiscal Agent referred to in Section 3.11 of this Fiscal Agent Agreement.

"Payment Fund" means the fund established under Section 4.04 of the Fiscal Agent Agreement.

"Qualified Collateral" means:

- (a) Government Obligations;
- (b) Direct and general obligations of any state of the United States of America, any direct obligations of the State, or any direct obligations of any political subdivision of the State which, in each case, are rated not less than AA and Aa or their equivalents by two nationally recognized bond rating agencies and approved in writing by the Insurer; and
- (c) United States Department of Housing and Urban Development local authority bonds.

"Qualified Investments" means:

- (a) Government Obligations;
- (b) Mutual Funds;
- (c) Investment Agreements;
- (d) Deposits in interest-bearing deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, including the

Fiscal Agent, which deposits, to the extent not insured by the Bank Insurance Fund of the Federal Deposit Insurance Corporation, shall be secured by Qualified Collateral having a current market value (exclusive of accrued interest) at all times at least equal to 102% of the amount of such deposits, and which Qualified Collateral shall have been deposited in trust by such bank or national banking association for the benefit of the Fiscal Agent and the appropriate Fund or Account as collateral security for such deposits and approved in writing by the Insurer;

(e) Direct and general obligations of any state of the United States of America, any direct obligations of the State, or any direct obligations of any political subdivision of the State which, in each case, are rated not less than AA or Aa or their equivalents by two nationally recognized bond rating agencies and approved in writing by the Insurer;

(f) Obligations issued by any of the following agencies and approved in writing by the Insurer: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks System, Federal Land Banks, Export-Import Bank, Tennessee Valley Authority, Government National Mortgage Association, Farmers Home Administration, United States Postal Service, the Federal National Mortgage Association to the extent that such obligations are guaranteed by the Government National Mortgage Association, any agency or instrumentality of the United States of America and any corporation controlled and supervised by, and acting as an agency or instrumentality of, the United States of America;

(g) United States Department of Housing and Urban Development local authority bonds.

(h) Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such states (1) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption on the date or dates specified in such instructions, (2) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in the definition of Government Obligations which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in clause (1) of

this paragraph (h), as appropriate, and (3) as to which the principal of and interest on the bonds and obligations of the character described in the definition of Government Obligations which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph (h) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (1) of this paragraph (h), as appropriate; and

(i) Any other investments approved in writing by the Insurer.

"Rebate Fund" means the fund established under Section 4.06 of this Fiscal Agent Agreement.

"Reserve Fund" means the fund established under Section 4.05 of this Fiscal Agent Agreement.

"Reserve Requirement" means, at any time, the lesser of (a) the maximum amount required to pay principal, including mandatory sinking fund payments, and interest on the Outstanding Participations in the then current or any succeeding Fiscal Year (other than the Fiscal Year ending June 30, 2013), or (b) 125% of the average annual debt service on the Participations, or (c) 10% of the proceeds of the sale of the Participations, net of any placement agent or underwriters' compensation if necessary to assure the federal tax exempt status of interest on the Participations.

"Tax and Arbitrage Certificate" means a certificate delivered by the State of Illinois, acting by CMS, at the time of issuance of the Participations relating to compliance with the provisions of the Code.

"Transfer Account" means the account designated as such within the Facilities Acquisition Fund.

"Trust Fund" means the fund established under Section 4.01 of this Fiscal Agent Agreement.

Section 1.02. Rules of Construction. Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Fiscal Agent Agreement, refer to this Fiscal Agent Agreement.

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Fiscal Agent Agreement, and has taken all actions necessary to authorize the execution and delivery of this Fiscal Agent Agreement.

ARTICLE II

RECITALS AND REPRESENTATIONS

Section 2.01. Installment Purchase Agreement. Seller and the Purchaser have entered into the Installment Purchase Agreement whereby Seller has agreed to sell the Facilities to the Purchaser and the Purchaser has agreed to purchase the Facilities from Seller. The Installment Purchase Agreement further provides that the acquisition or improvement of Facilities shall be completed in accordance with the terms of the Installment Purchase Agreement and this Fiscal Agent Agreement.

Section 2.02. Deposit of Moneys. In order to assure that the Facilities will be available to the Seller for sale to the Purchaser pursuant to the Installment Purchase Agreement without delay, the Fiscal Agent shall deposit the proceeds of sale of the Participations in the manner set forth in, and for the purposes of, this Fiscal Agent Agreement and the Installment Purchase Agreement.

Section 2.03. Powers and Trust Granted Hereunder. The Fiscal Agent shall receive, hold, invest and disburse the moneys deposited with or otherwise paid to it pursuant to the Installment Purchase Agreement, the Management Agreement and this Fiscal Agent Agreement in accordance with the terms of and for the purposes set forth in this Fiscal Agent Agreement. Such moneys shall at all times belong to the Fiscal Agent for the purposes of this Fiscal Agent Agreement and shall not be public funds of the State of Illinois within the meaning of any constitutional or statutory provision. The Fiscal Agent shall receive and hold the Letter of Credit, the Collateral Assignment and all deeds, insurance policies and title documents and all directions to convey executed and delivered by the Seller pursuant to the Installment Purchase Agreement as security for the payment of the Participations. The Fiscal Agent shall also execute and deliver the Participations.

Section 2.04. Satisfaction of Conditions Precedent. All acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execu-

tion and entering into of this Fiscal Agent Agreement have happened and have been performed in regular and due time, form and manner as required by law.

ARTICLE III

PARTICIPATIONS; TERMS AND PROVISIONS

Section 3.01. Preparation of Participations.

(a) The Fiscal Agent shall, upon written request from Seller in the form attached hereto as Exhibit A, execute and deliver Participations in the form attached hereto as Exhibit B in the aggregate principal amount of Twenty Three Million Nine Hundred Thousand Dollars (\$23,900,000) evidencing proportionate interests in Base Installment Payments payable pursuant to the Installment Purchase Agreement and payable only from amounts deposited with the Fiscal Agent.

(b) The Fiscal Agent shall not grant or purport to grant any interest in Base Installment Payments senior to or equal in priority to or junior to the interest in Base Installment Payments evidenced by the Participations executed and delivered hereunder.

Section 3.02. Form; Denominations; Medium of Payment.

The Participations shall be in denominations of \$5,000 each or any integral multiple thereof; provided that no Participation shall be originally issued to any Owner unless, immediately after such issuance, such Owner shall be the registered holder of not less than \$100,000 aggregate principal amount of Participations. The Participations shall be represented by fully registered participations, without coupons (which participations shall be substantially in the form set forth in Exhibit B attached hereto and by this reference incorporated herein). No Participation shall have more than one maturity date. The Participations shall be payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 3.03. Date of Participations; Record Dates; Payment of Principal and Interest. Participations shall be dated March 1, 1992.

Interest with respect to each Participation shall be calculated on the basis of a 30-day month and 360-day year and shall be payable from the Participation Payment Date next preceding the date of registration thereof, unless such date of registration is a Participation Payment Date, in which event interest with respect thereto shall be payable from such Participation Payment Date, or unless no interest has been paid

or duly provided for with respect to such Participation, in which event interest shall be paid from March 1, 1992; provided, however, that if at the date of registration of any Participation, interest with respect thereto is in default, interest with respect thereto shall be paid from the last Participation Payment Date to which interest has been paid or made available for payment.

Payments of interest with respect to any Participation shall be made on the appropriate Participation Payment Date to the person appearing on the Participation Register as the registered holder thereof as of the close of business on the 15th day of the month preceding such Participation Payment Date, such interest to be paid by check or draft mailed to such registered holder at such registered holder's address as it appears on the Participation Register or at such other address as such registered holder may have filed with the Fiscal Agent for that purpose; provided, however, that the Fiscal Agent may establish a special record date in connection with the payment of interest in default. Principal with respect to the Participations will be payable at the principal corporate office of the Fiscal Agent upon presentation and surrender of the Participations.

Section 3.04. Payment of Principal and Interest with Respect to Participations.

(a) Participations shall mature on the dates and in the principal amounts, and interest with respect thereto shall be computed at the rates per annum, as shown in Exhibit C hereto. Principal with respect to the Participations at maturity or prepayment thereof, whichever is earlier, shall represent the portion of the Base Installment Payments designated as principal coming due on or prior to the maturity or prepayment date. The Participations are subject to mandatory sinking fund payments as provided in Section 3.16(c) hereof.

(b) Interest with respect to the Participations shall be paid on July 1, 1992 and on each January 1 and July 1 thereafter to and including the date of maturity or prepayment, whichever is earlier. Interest payable on any maturity or prepayment date shall represent the portion of Base Installment Payments designated as interest coming due on or prior to such maturity or prepayment date, attributed to the Participations at the rate or rates set forth in Exhibit C hereto.

Section 3.05. Participation Provisions. The Participations may contain such provisions and specifications not ~~inconsistent with the provisions of this Fiscal Agent Agreement~~ as may be necessary or desirable, as may be determined by Seller and as communicated to the Fiscal Agent prior to delivery of the Participations.

Section 3.06. Execution. The Participations shall be executed by the Fiscal Agent, as fiscal agent under this Fiscal Agent Agreement, by the manual signature of an authorized signatory of the Fiscal Agent.

Section 3.07. Exchange of Participations. The Participations may, at the option of the registered holder thereof, as reflected on the Participation Register, be exchanged for Participations of the same maturity of other authorized denominations upon surrender thereof at the principal corporate office of the Fiscal Agent with a written instrument of transfer satisfactory to the Fiscal Agent duly executed by such registered holder or such registered holder's attorney duly authorized in writing.

Section 3.08. Negotiability, Transfer and Registry. All the Participations executed and delivered pursuant to this Fiscal Agent Agreement shall be negotiable as provided by law subject to the provisions for registration and transfer contained in this Article and in such Participations.

Section 3.09. Transfer of Participations.

(a) Each Participation shall be transferable only upon the Participation Register, which shall be kept for that purpose at the principal corporate office of the Fiscal Agent, upon surrender thereof together with a written instrument of transfer satisfactory to the Fiscal Agent duly executed by the registered holder thereof, as reflected on the Participation Register, or such registered holder's duly authorized attorney. Upon the registration of the transfer and the surrender of any such participation, the Fiscal Agent shall provide, in the name of the transferee, a new participation or participations, in the same aggregate principal amount as the surrendered participation.

(b) The Fiscal Agent shall deem and treat the person in whose name any Outstanding Participation shall be registered upon the Participation Register as the absolute owner of such Participation, whether such Participation shall be overdue or not, for the purpose of receiving payments of, or on account of, the principal and interest payments with respect to such Participation and for all other purposes, and all such payments so made to any such registered holder or upon such registered holder's order shall be valid and effective to satisfy and discharge the liability upon such Participation to the extent of the sum or sums so paid, and the Fiscal Agent shall not be affected by any notice to the contrary.

Section 3.10. Regulations with Respect to Exchange and Transfer. In all cases in which the privilege of exchanging or transferring Participations is exercised, the Fiscal Agent shall execute and deliver participations in accordance with the

provisions of this Article. All participations surrendered in any such exchange or transfer shall forthwith be cancelled and destroyed by the Fiscal Agent. Upon every exchange or transfer of Participations, whether temporary or definitive, following delivery of the Participations pursuant to Section 3.01 hereof, the Fiscal Agent may impose its customary fee for such exchange or transfer, together with any tax or other governmental charge required to be paid with respect to such exchange or transfer. Such amounts shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of obtaining such exchange or transfer. The Fiscal Agent shall not be obliged to register any exchange or transfer of any Participations (i) during the fifteen (15) days preceding any Participation Payment Date or (ii) that have been called for prepayment in whole or in part.

Section 3.11. Participation Register. The Fiscal Agent shall keep or cause to be kept at its principal corporate office a Participation Register containing the name and address of each registered holder of the Participations and, if Participations of Participation are transferred pursuant to the terms of this Fiscal Agent Agreement, of the successor registered holder of such Participation. The Participation Register shall at all times be open to inspection by the State; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Participation Register, Participations as hereinabove provided.

Section 3.12. Temporary Participations. Pending preparation of the definitive Participations, any participations delivered under this Fiscal Agent Agreement may be initially delivered in temporary form exchangeable for definitive participations when ready for delivery. The temporary participations may be printed, lithographed or typewritten and may contain such reference to any of the provisions of this Fiscal Agent Agreement as may be appropriate. Every temporary participation shall be executed by the Fiscal Agent and be delivered by the Fiscal Agent upon the same conditions and in substantially the same manner as definitive participations. If the Fiscal Agent delivers temporary participations, it shall execute and furnish definitive participations without delay if required by the purchasers of the Participations, and thereupon the temporary participations shall be surrendered for cancellation at the principal corporate office of the Fiscal Agent, and the Fiscal Agent shall deliver in exchange for such ~~temporary participations a participation or participations~~ representing an equal aggregate principal amount of Participations as such temporary participations. Until so exchanged, the temporary certificates shall be entitled to the same benefits under this Fiscal Agent Agreement as definitive certificates delivered pursuant hereto.

Section 3.13. Participations Mutilated, Lost, Destroyed or Stolen. If any Participation shall become mutilated, the Fiscal Agent, at the expense of the registered holder of such participation, as reflected on the Participation Register, shall execute and deliver a new Participation of like tenor and maturity and numbered as the Fiscal Agent shall determine in exchange and substitution for the Participation so mutilated, but only upon surrender to the Fiscal Agent of the Participation so mutilated. Every mutilated participation so surrendered to the Fiscal Agent shall be cancelled by it and either destroyed or delivered upon the order of the State. If any Participation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent, and, if such evidence is satisfactory to the Fiscal Agent and if an indemnity satisfactory to the Fiscal Agent shall be given, the Fiscal Agent, at the expense of the registered holder, as reflected on the Participation Register, shall execute and deliver a new participation of like tenor and maturity and numbered as the Fiscal Agent shall determine in lieu of and in substitution for the participation so lost, destroyed or stolen. The Fiscal Agent may require payment of an appropriate fee for each new participation delivered under this Section 3.13. Any Participation issued under the provisions of this Section 3.13 in lieu of any participation alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Fiscal Agent Agreement with all other Participations secured by this Fiscal Agent Agreement.

Section 3.14. Appointment of Paying Agent: Place of Payment. The Fiscal Agent is hereby appointed paying agent for the Participations. Principal and interest with respect to Participations shall be payable as set forth in Section 3.03.

Section 3.15. Evidence of Signatures of Owners and Ownership of Participations. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Fiscal Agent Agreement to be signed or executed by registered holders of the Participations, may be in any number of concurrent instruments of similar tenor and may be signed or executed by such registered holders of the Participations in person or by their attorneys or agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Participations shall be sufficient for any purpose of this Fiscal Agent Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of execution by any registered holder of the Participations or such registered holder's attorney or agent of any such instrument and of any instrument appointing any such attorney or agent may be proved by a certificate, which

need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgements of deeds to be recorded in such jurisdictions that the person signing such instrument acknowledged before him or her the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of such person's authority.

(b) The ownership of Participations shall be proved by the Participation Register maintained by the Fiscal Agent under the provisions of this Fiscal Agent Agreement. Any request or consent of the Owner of any Participation shall bind every future Owner of the same Participation in respect of anything done or suffered to be done by the State or the Fiscal Agent in pursuance of such request or consent.

Section 3.16. Prepayment.

(a) The Participations shall be subject to prepayment prior to their respective maturities only as set forth in paragraphs (b) and (c) of this Section 3.16 or as provided in Section 5.08(a), Third.

(b) The Participations are subject to extraordinary mandatory prepayment prior to maturity at par plus accrued interest and without premium, (i) in whole, from amounts on deposit in the Trust Fund (other than the Rebate Fund, the Administrative Expense Fund and the Operating and Maintenance Fund) on January 15, 1994, in the event the State has not delivered a signed Acceptance Certificate to the Seller and the Fiscal Agent on or before November 30, 1993, or on July 15, 1994, in the circumstances described in the next sentence, or (ii) from and after the Acceptance Date, in part, from and to the extent of the proceeds of casualty insurance or self-insurance or a condemnation or, in whole, from such insurance, self-insurance or condemnation proceeds plus amounts on deposit in the Trust Fund (other than the Rebate Fund, the Administrative Expense Fund and the Operating and Maintenance Fund) held by the Fiscal Agent subsequent to the damage, destruction or condemnation of the Facilities and determinations by the Purchaser (A) not to substitute replacement facilities pursuant to Section 20 of the Installment Purchase Agreement and (B) not to rebuild, repair or restore the Facilities to their prior condition, such prepayment ~~to be made not less than 30 days nor more than 60 days after such~~ determinations by the Purchaser. In the event the State has not delivered a signed Acceptance Certificate to the Seller and the Fiscal Agent on or before November 30, 1993 and the Seller's construction lender shall have delivered to the State, the Fiscal Agent and the Insurer, on or before such date, (a) a written

election to extend such date to May 30, 1994, and (b) a substituted or amended Letter of Credit, approved in writing by the Insurer as to the issuer, the form thereof and the Letter of Credit Amount, or cash or other security approved in writing by the Insurer which increases the aggregate of the Letter of Credit Amount, cash and other approved security to an amount sufficient to enable the Fiscal Agent to prepay all Outstanding Participations on July 15, 1994, the prepayment described in Section 3.16(b)(i) hereof shall be made on July 15, 1994. The Participations maturing on or after July 1, 2003 are subject to prepayment prior to maturity at the option of the State, in whole, on any date on or after July 1, 2002, at the prepayment prices (expressed as a percentage of the principal amount of Participations being prepaid) set forth below plus accrued interest to the date of prepayment:

<u>Prepayment Period</u>	<u>Prepayment Price</u>
July 1, 2002 to and including June 30, 2003	102½
July 1, 2003 to and including June 30, 2004	101½
July 1, 2004 to and including June 30, 2005	101
July 1, 2005 to and including June 30, 2006	100½
July 1, 2006 and thereafter	100

Funds for any such prepayment shall be provided by the depositing of an amount equal to the prepayment price into the Prepayment Account of the Payment Fund at least 45 days prior to the prepayment date.

(c) The Participations maturing July 1, 1997, 2002, 2007 and 2013 are subject to mandatory sinking fund payment prior to maturity on each July 1 of the indicated years and in the principal amounts shown below at par plus accrued interest to the prepayment date:

<u>July 1, 1997</u> <u>Maturity</u>		<u>July 1, 2002</u> <u>Maturity</u>		<u>July 1, 2007</u> <u>Maturity</u>		<u>July 1, 2013</u> <u>Maturity</u>	
<u>Prepayment</u> <u>Date</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Prepayment</u> <u>Date</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Prepayment</u> <u>Date</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Prepayment</u> <u>Date</u> <u>(July 1)</u>	<u>Principa</u> <u>Amount</u>
1994	\$565,000	1998	\$705,000	2003	\$ 970,000	2008	\$1,350,00
1995	600,000	1999	755,000	2004	1,035,000	2009	1,445,00
1996	635,000	2000	805,000	2005	1,110,000	2010	1,545,00
1997*	670,000	2001	855,000	2006	1,185,000	2011	1,655,00
		2002*	910,000	2007*	1,265,000	2012	1,770,00
						2013*	4,070,00

*Maturity

Funds for each such sinking fund prepayment shall be provided by the depositing of amounts equal to such mandatory sinking fund payments into the Principal Account of the Payment Fund. The State may, with respect to Participations of each maturity, receive credits against its sinking fund payment obligations in chronological order by (i) delivering Participations of such maturity subject to such obligations, or portions thereof, to the Fiscal Agent for cancellation or (ii) so electing with respect to Participations of such maturity which have been previously prepaid (otherwise than through the operation of mandatory sinking fund payments) and cancelled by the Fiscal Agent. In addition, in lieu of making sinking fund payments on Participations of each maturity the Fiscal Agent may, at the request of the State, purchase Participations of such maturity in the open market at prices not exceeding the then applicable sinking fund payment amounts. Any such Participations so purchased will be credited against sinking fund payment obligations of the respective maturities in chronological order.

Section 3.17. Selection of Participations for Prepayment. If Participations are to be prepaid in whole but insufficient funds are available therefor, the available funds shall be applied in the manner set forth in Section 5.08 hereof. Except as otherwise provided in this Fiscal Agent Agreement, the Fiscal Agent shall select Participations for prepayment in part by lot in such manner as the Fiscal Agent shall determine;

provided, however, that the portion of any Participation to be prepaid shall be in the principal amount of \$5,000 or any integral multiple thereof. The Fiscal Agent shall promptly notify CMS in writing of the Participations so selected for prepayment.

Section 3.18. Notice of Prepayment. When prepayment is authorized pursuant to Section 3.16 hereof, the Fiscal Agent shall give notice of the prepayment of the Participations. Such notice shall specify: (a) whether the Participations are to be prepaid in whole or in part and if in part, the participation numbers of the Participations to be prepaid; (b) the date of the prepayment; (c) the place or places where the prepayment will be made; (d) the prepayment price; and (e) the CUSIP numbers of the Participations to be prepaid. Such notice shall further state that on the specified prepayment date there shall become due and payable with respect to each Participation to be prepaid the principal thereof together with interest accrued to such prepayment date, and that from and after such prepayment date interest with respect thereto shall cease to accrue and be payable. Notice of any prepayment shall be given not less than thirty (30) days nor more than forty-five (45) days prior to the date for prepayment by mailing, first class postage prepaid, copies thereof to the Owners whose Participations are to be prepaid. Two Business Days prior to the mailing of any notice of prepayment as described in this Section 3.18, the Fiscal Agent shall send a copy of such notice, by registered or certified United States mail, by confirmed facsimile transmission or by overnight delivery service, to each of the following securities depositories:

- (1) Midwest Securities Trust Company
Capital Structures-Call Notification
440 S. LaSalle Street
Chicago, Illinois 60605
- (2) The Depository Trust Company
711 Stewart Avenue
Garden City, New York 11530
- (3) Philadelphia Depository Trust Company
Reorganization Division
1900 Market Street
Philadelphia, Pennsylvania 19103
Attention: Bond Department

Failure by the Fiscal Agent to give the notice described in the immediately preceding sentence or any defect in such notice shall not invalidate any notice given pursuant to the other provisions of this Section.

Section 3.19. Partial Prepayment of Participations. Upon the surrender of any Participation to be prepaid in part only, the Fiscal Agent shall execute and deliver to the registered holder thereof, as reflected on the Participation Register, a new Participation or Participations of authorized denominations equal in aggregate principal amount to the unpaid portion of the Participations surrendered and of the same interest rate and the same maturity. Such partial prepayment shall be valid upon payment of the amount required to be paid to the registered holders of the Participation or Participations to be prepaid, and the State and the Fiscal Agent shall be released and discharged from all liability to the extent of such payment.

Section 3.20. Effect of Payment. Notice having been given as aforesaid, and the moneys sufficient for prepayment, including interest to the date fixed for prepayment, set aside in the Prepayment Account within the Payment Fund, the Participations to be prepaid shall become due and payable on the date fixed for prepayment, and, upon presentation and surrender thereof at the office or offices specified in such notice such Participations to be prepaid shall be paid together with any unpaid and accrued interest to the date fixed for prepayment.

Section 3.21. Non-Presentation. If any Participation shall not be presented for payment at the maturity thereof or upon becoming due and payable after required notice, if any, has been given, and if moneys for payment of the principal with respect to such Participation and interest with respect thereto are held by the Fiscal Agent and available for payment thereof, then, from and after the date such Participation matures or becomes due and payable, interest shall cease to accrue or be payable with respect to such Participation.

The Fiscal Agent shall annually notify CMS of the matured Participations which have not been presented for payment. Any funds which are held by the Fiscal Agent as set forth in the preceding paragraph and remain unclaimed by the Owners for a period of seven (7) years after the date on which such Participations become payable shall, upon request in writing by CMS, be paid to the State of Illinois.

Section 3.22. Book-Entry Only System. The Participations shall be initially issued in the form of a separate single fully registered Participation for each of the maturities set forth in Section 3.04 hereof. Upon initial issuance, the ownership of each such Participation shall be registered in the registration books kept by the Fiscal Agent in the name of Kray & Co., as nominee of MSTC. Except as provided in Section 3.23 hereof, all of the outstanding Participations shall be registered in the registration books kept by the Fiscal Agent in the name of Kray & Co., as nominee of MSTC.

With respect to Participations registered in the registration books kept by the Fiscal Agent in the name of Kray & Co., as nominee of MSTC, the State and the Fiscal Agent shall have no responsibility or obligation to any MSTC Participant or to any person on behalf of which such a MSTC Participant holds an interest in the Participations. Without limiting the immediately preceding sentence, the State and the Fiscal Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of MSTC, Kray & Co. or any MSTC Participant with respect to any ownership interest in the Participations, (ii) the delivery to any MSTC Participant or any other person, other than a holder, as shown in the registration books kept by the Fiscal Agent, of any notice with respect to the Participations, including any notice of redemption, or (iii) the payment to any MSTC Participant or any other person, other than a holder, as shown in the registration books kept by the Fiscal Agent, of any amount with respect to principal of, premium, if any, or interest on the Participations. Upon delivery by MSTC to the Fiscal Agent of written notice to the effect that MSTC has determined to substitute a new nominee in place of Kray & Co., and subject to the provisions herein with respect to Record Dates, the words "Kray & Co." in this Fiscal Agent Agreement shall refer to such new nominee of MSTC; and upon receipt of such a notice the Fiscal Agent shall promptly deliver a copy of the same to any paying agent.

Section 3.23. Transfers Outside Book-Entry Only System. Upon receipt by the Fiscal Agent of written notice from MSTC to the effect that MSTC has received written notice from MSTC Participants having interests, as shown in the records of MSTC, in an aggregate principal amount of not less than fifty percent (50%) of the then outstanding Participations to the effect that:

(a) MSTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of MSTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or

(b) a continuation of the requirement that all of the outstanding Participations to be registered in the registration books kept by the Fiscal Agent in the name of Kray & Co., as nominee of MSTC, is not in the best interest of the beneficial owners of the Participations or in the event that the Fiscal Agent determines that it is in the best interests of the beneficial owners of the Participations that they be able to obtain Participations, the Fiscal Agent shall notify MSTC and MSTC Participants of the availability through MSTC of Participations and the Participations shall no longer be restricted to being registered in the registration books kept by the Fiscal Agent in the name of Kray & Co., as nominee of MSTC, but may

be registered in whatever name or names holders transferring or exchanging Participations shall designate, in accordance with the provisions of Section 3.09 hereof.

Section 3.24. Payments to Kray & Co. Notwithstanding any other provisions of this Agreement to the contrary, so long as any Participation is registered in the name of Kray & Co., as nominee of MSTC, all payments with respect to principal of, premium, if any, and interest on such Participation and all notices with respect to such Participation shall be made and given, respectively, in the manner provided in the MSTC Letter.

Section 3.25. Concerning the Financial Guaranty Bond. As long as the Financial Guaranty Bond shall be in full force and effect, the Seller and the Fiscal Agent agree to comply with the following provisions:

(a) The gross amount to be deposited to the Payment Fund by the State required to pay in full (i) the interest on the Participations on each stated Participation Payment Date and (ii) the principal of the Participations on each stated maturity date thereof and on each date on which such principal shall have been duly called for mandatory sinking fund prepayment (in either event the "Payment Date") shall be deposited by the State at least five (5) Business Days prior to each such stated Payment Date.

(b) If, at the close of business on the fifth Business Day prior to a Payment Date, the Fiscal Agent determines that, after having exhausted the amounts, if any, available in the Reserve Fund, there will be insufficient moneys in the funds and accounts available to pay in full the principal of and/or interest on the Participations on such Payment Date, the Fiscal Agent shall so notify the Insurer via telephonic notice to its Claims Officer at (415) 995-8000, confirmed by telecopy at (415) 995-8008 of a completed "Notice of Nonpayment" in the form attached as Exhibit A to the Financial Guaranty Bond.

(c) Simultaneously with the giving of notice to the Insurer as provided in the preceding paragraph, the Fiscal Agent shall make available to the Insurer, its agents or assignee the participation registration books maintained by the Fiscal Agent, and all records relating to the funds and accounts established under the Fiscal Agent Agreement.

(d) By the close of business on the third Business Day prior to a Payment Date for which there will be a deficiency as aforesaid, the Fiscal Agent shall provide the Insurer with a list of registered owners of Participations entitled to receive principal or interest payments from the Insurer under the terms of the Financial Guaranty Bond and the full or partial amounts of interest and principal due each such registered owner.

(e) By the close of business on the second Business Day prior to a Payment Date for which there will be a deficiency as aforesaid, the Insurer shall make arrangements with its Disbursing Agent (as such term is defined in the Financial Guaranty Bond) to disburse to the Fiscal Agent on such Payment Date funds to be held by the Fiscal Agent in a segregated trust account (the "Segregated Account") in an amount sufficient to enable the Fiscal Agent (i) to mail checks or drafts on such Payment Date to the registered owners of Participations entitled to receive full or partial interest payments pursuant to the terms of the Financial Guaranty Bond, and (ii) to pay principal upon Participations surrendered to the Fiscal Agent by the registered owners of Participations entitled, pursuant to the terms of the Financial Guaranty Bond, to receive full or partial principal payments from the Insurer. The Fiscal Agent shall administer the Segregated Account (including, but not limited to, the investment thereof and the return of excess amounts, if any) in accordance with the written instructions of an authorized officer of the Insurer.

(f) The Fiscal Agent, at the time it provides Notice of Nonpayment to the Insurer, shall notify registered owners of Participations entitled to receive principal and/or interest payments from the Insurer (i) as to the fact of such entitlement, (ii) that the Insurer's Disbursing Agent may or will remit to the Fiscal Agent all or a portion of the interest payments coming due on the next scheduled Payment Date, (iii) that if entitled to receive full or partial payment of principal pursuant to the terms of the Financial Guaranty Bond, such registered owners must tender their Participations for payment thereof to the Fiscal Agent along with a valid and duly executed transfer of title in a form reasonably satisfactory to the Insurer. Upon the tendering of such Participations to the Fiscal Agent, the Fiscal Agent shall pay the registered owners thereof the unpaid portion of principal then due pursuant to the Financial Guaranty Bond.

(g) The Insurer, if it causes its Disbursing Agent to make payment of all or a portion of principal of or interest on Participations pursuant to the Financial Guaranty Bond, shall become subrogated to the rights of the recipients of such payments in accordance with the terms of the Financial Guaranty Bond, and to evidence such subrogation (i) in the case of subrogation as to payments under the Financial Guaranty Bond representing interest, the Fiscal Agent shall note the Insurer's rights as subrogee and the amount of such interest so paid by the Insurer on the registration books maintained by the Fiscal Agent, and (ii) in the case of subrogation as to payments under the Financial Guaranty Bond representing principal, the Fiscal Agent shall note the Insurer's rights as subrogee and the amount of such principal so paid by the Insurer on the registration books

maintained by the Fiscal Agent upon surrender of the Participations by the registered owners thereof.

ARTICLE IV

ESTABLISHMENT AND ADMINISTRATION OF FUNDS AND ACCOUNTS

Section 4.01. Trust Fund. There is hereby established with the Fiscal Agent a special fund to be designated "The State of Illinois, Department of Central Management Services 1992 Trust Fund", referred to herein as the "Trust Fund." The Fiscal Agent shall keep the Trust Fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Article. Within the Trust Fund there are hereby established the Administrative Expense Fund, more particularly described in Section 4.02 hereof, the Facilities Acquisition Fund, more particularly described in Section 4.03 hereof, the Payment Fund, more particularly described in Section 4.04 hereof, the Reserve Fund, more particularly described in Section 4.05 hereof, the Rebate Fund, more particularly described in Section 4.06 hereof, and the Operating and Maintenance Fund, more particularly described in Section 4.07 hereof.

Section 4.02. Administrative Expense Fund. Within the Trust Fund there is hereby established with the Fiscal Agent a special fund designated the "Administrative Expense Fund." The Fiscal Agent shall keep the Administrative Expense Fund separate and apart from all other funds and moneys held by it. The Fiscal Agent shall administer such fund as provided in this Article IV. Amounts paid to the Fiscal Agent pursuant to Section 4(c)(iii) of the Installment Purchase Agreement as Administrative Expenses, shall be deposited in the Administrative Expense Fund. Moneys in the Administrative Expense Fund, including all investment earnings thereon, shall be retained in such account and applied by the Fiscal Agent to pay annual fees and charges of the Fiscal Agent and the Seller in accordance with Section 4(c)(iii) of the Installment Purchase Agreement.

Section 4.03. Facilities Acquisition Fund. Within the Trust Fund there is hereby established with the Fiscal Agent a special fund designated the "Facilities Acquisition Fund". Within the Facilities Acquisition Fund there is hereby established a Capitalized Interest Account and a Transfer Account. Moneys on deposit in the Facilities Acquisition Fund (other than moneys on deposit in the Capitalized Interest Account and moneys required to be transferred to or on deposit in the Transfer Account) shall be used solely for the purpose of paying or reimbursing (a) the costs of constructing and acquiring the Facilities and (b) costs, not to exceed \$567,667 in the aggregate, relating to the execution and delivery of the

Participations, the Installment Purchase Agreement, the Management Agreement, and this Fiscal Agent Agreement and the sale of the Participations, including, but not limited to, initial fees and charges of the Fiscal Agent and the Seller, financial advisory and placement agent fees and expenses, legal and consulting fees and expenses, rating agency fees, title insurance costs and the cost of the Financial Guaranty Bond ("Issuance Costs"). The Fiscal Agent agrees to receive and deposit in the Facilities Acquisition Fund from the proceeds of sale of the Participations \$21,494,506 on the Closing Date, of which \$1,880,663 shall be deposited in the Capitalized Interest Account. On the Closing Date, Seller shall deliver and the Fiscal Agent shall receive and hold an irrevocable, direct pay Letter of Credit in a stated amount not less than the Letter of Credit Amount, issued by LaSalle National Bank. The Letter of Credit shall entitle the Fiscal Agent to execute and deliver to the issuer thereof a draw certificate, certifying that the Acceptance Certificate has not been delivered by the State to the Fiscal Agent on or before November 30, 1993 or May 30, 1994 (in the circumstances described in the second sentence of Section 3.16(b) hereof) and demanding payment in cash or by wire transfer of same day funds of the Letter of Credit Amount not later than 3:00 p.m. Chicago Time on the Business Day preceding January 15, 1994 or July 15, 1994 (in the circumstances described in the second sentence of Section 3.16(b) hereof). The initial or any substitute Letter of Credit shall contain such other terms and provisions as shall be approved in writing by the Insurer on or before the Closing Date. Proceeds of any draw under the Letter of Credit shall be deposited in the Facilities Acquisition Fund. Upon delivery of the Acceptance Certificate to the Fiscal Agent in accordance with Section 2(a) of the Installment Purchase Agreement, the Letter of Credit shall be returned to the issuer thereof. The Fiscal Agent shall keep the Facilities Acquisition Fund separate and apart from all other moneys held by it. The Fiscal Agent shall administer the Facilities Acquisition Fund as provided in this Article.

(a) All disbursements of Issuance Costs from the Facilities Acquisition Fund shall be made by the Fiscal Agent upon receipt of a requisition executed by the Beneficiary. Disbursements from the Capitalized Interest Account shall be made to the Interest Account in the Payment Fund in the amounts and at the times sufficient to pay interest specified in Exhibit E to the Installment Purchase Agreement to July 1, 1993. Commencing on January 1, 1993, in the event the Acceptance Date has not yet occurred, an amount equal to 1/180th of the Base Installment Payment due on June 30, 1993 shall be transferred each day from the Facilities Acquisition Fund to the Transfer Account, such ~~transfers to continue until the Acceptance Date or June 30, 1993,~~ whichever is sooner. Commencing on July 1, 1993, in the event the Acceptance Date has not yet occurred, an amount equal to 1/180th of the Base Installment Payment due on December 31, 1993

shall be transferred each day from the Facilities Acquisition Fund to the Transfer Account, such transfers to continue until the ~~Acceptance Date or~~ December 31, 1993, whichever is sooner. Any funds transferred to the Transfer Account shall be held and invested therein in accordance with the Tax and Arbitrage Certificate until December 31, 1993 and shall be transferred on such date to the Payment Fund to be used for the purposes of the Payment Fund.

(b) The Fiscal Agent shall honor all requisitions for Issuance Costs delivered to it prior to the occurrence of an Event of Default under Section 5.03 of this Fiscal Agent Agreement or an event of nonappropriation under the Installment Purchase Agreement pursuant to Section 5 thereof. So long as the Fiscal Agent relies in good faith upon the requisitions provided for above, it shall have no liability on account of disbursements from the Facilities Acquisition Fund.

(c) Under the Installment Purchase Agreement, the State is expected to complete acceptance of the Facilities, as evidenced by the delivery of the Acceptance Certificate by November 30, 1993 or, in certain circumstances, by May 30, 1994 in accordance with the provisions of Section 2(a) of the Installment Purchase Agreement. Upon receipt of the executed Acceptance Certificate, the Fiscal Agent shall disburse from the Facilities Acquisition Fund the remaining amounts therein (other than any amounts in the Capitalized Interest Account necessary to pay Base Installment Payments and any amounts in the Transfer Account) to the Seller or such person as the Seller shall direct; provided that any mortgagee of Seller with respect to the Facilities shall be paid any such remaining amounts in payment of its outstanding obligation secured by such mortgage and the Letter of Credit shall be returned to the issuer thereof prior to any disbursement to Seller or any other person; and, further provided, that, in furtherance of such disbursement requirement, the Fiscal Agent is authorized to enter into agreements with the Seller and its mortgagee relating to the protection of such mortgagee's rights in regard to such disbursements.

(d) If by November 30, 1993 the Facilities have not been accepted, then the Fiscal Agent shall draw upon the Letter of Credit, deposit the proceeds in the Facilities Acquisition Fund and transfer the moneys on deposit in the Facilities Acquisition Fund, the Transfer Account and the Reserve Fund, to the Prepayment Account of the Payment Fund to mandatorily prepay the Participations on January 15, 1994 pursuant to Section 3.16(b)(i) hereof; provided, however, that in the circumstances described in the second sentence of Section 3.16(b) hereof, if by May 30, 1994 the Facilities have not been accepted, then the Fiscal Agent shall draw upon the Letter of Credit, deposit the proceeds in the Facilities Acquisition Fund and transfer the moneys on deposit in the Facilities Acquisition Fund, the

Transfer Account and the Reserve Fund to the Prepayment Account of the Payment Fund to mandatorily prepay the Participations on July 15, 1994 pursuant to Section 3.16(b)(i) hereof. Any excess moneys in the Facilities Acquisition Fund, the Payment Fund or the Reserve Fund or any excess proceeds from the Letter of Credit shall be paid to the Seller or any mortgagee of Seller with respect to the Facilities pursuant to any such mortgage; provided that any mortgagee of Seller with respect to the Facilities shall be paid any such remaining amounts in payment of its outstanding obligation secured by such mortgage and the Letter of Credit shall be returned to the issuer thereof prior to any disbursement to Seller or any other person. The Fiscal Agent shall transfer from the Facilities Acquisition Fund to the Payment Fund in the event of an event of nonappropriation under the Installment Purchase Agreement pursuant to Section 5 thereof all amounts on deposit in the Facilities Acquisition Fund. The parties hereto acknowledge that an event of nonappropriation under Section 5 of the Installment Purchase Agreement cannot occur prior to the Acceptance Date.

Section 4.04. Payment Fund. Within the Trust Fund there is hereby established with the Fiscal Agent a special fund designated the "Payment Fund." Within the Payment Fund there are hereby established the following accounts:

- (i) Interest Account;
- (ii) Principal Account; and
- (iii) Prepayment Account.

The Fiscal Agent shall keep the Payment Fund separate and apart from all other funds and moneys held by it and shall administer the Payment Fund as provided in this Article. The Payment Fund shall be maintained by the Fiscal Agent until Base Installment Payments are paid in full pursuant to the terms of the Installment Purchase Agreement, and until there are no Participations Outstanding.

(a) Except as otherwise provided in this paragraph, amounts paid pursuant to Section 4(b) of the Installment Purchase Agreement as Base Installment Payments and amounts transferred from the Transfer Account shall be deposited by the Fiscal Agent in the Payment Fund. Amounts so deposited shall be credited to the Interest Account to the extent necessary to make the total of amounts so credited, plus any balance already present in the Interest Account (including amounts transferred to the Interest Account from the Capitalized Interest Account and from other funds and accounts held hereunder), equal to the amount of the interest component of Base Installment Payments required to be paid with respect to the Participations on the next succeeding Participation Payment Date. Amounts not required to be so credited shall be credited to the Principal Account within the Payment Fund. Amounts derived from a disposition of Facilities

after an event of nonappropriation pursuant to Section 5 of the Installment Purchase Agreement, net of Administrative Expenses, shall be deposited by the Fiscal Agent in the Payment Fund and credited to the Interest Account, the Principal Account and the Prepayment Account in accordance with Section 5.08 hereof. On each Participation Payment Date, the Fiscal Agent shall apply amounts in the Interest Account and Principal Account, respectively, within the Payment Fund to payment of interest and payment (including mandatory sinking fund payment) of principal then due with respect to the Participations, all in accordance with the terms of this Fiscal Agent Agreement. On each prepayment date pursuant to Section 3.16(b), the Fiscal Agent shall apply amounts in the Prepayment Account to the prepayment of Participations, all in accordance with the terms of this Fiscal Agent Agreement. Any amounts remaining on a Participation Payment Date or a prepayment date in the Principal Account, Interest Account or Prepayment Account, respectively, within the Payment Fund after such payments have been made shall first be deposited in the Reserve Fund to the extent that the amount then on deposit in the Reserve Fund is less than the Reserve Requirement, then shall be deposited in the Rebate Fund to the extent required to comply with the Tax and Arbitrage Certificate, as directed by the State or its agent, and otherwise shall be retained in the Account or Accounts in which such amounts are held and shall thereafter be disbursed in accordance with the foregoing provisions of this paragraph (a). Anything in the foregoing to the contrary notwithstanding, any delinquent Base Installment Payments shall be deposited first by the Fiscal Agent into the Payment Fund for immediate payment of principal and interest payments past due with respect to the Participations according to the tenor of the Participations and, second, into the Reserve Fund to the extent necessary to make the amount on deposit therein equal to the Reserve Requirement.

(b) The Fiscal Agent shall deliver to CMS not less than thirty (30) days prior to each Participation Payment Date, notice of the amount available under this Fiscal Agent Agreement as a credit against the amount of Base Installment Payments payable with respect to the Participations on such Participation Payment Date.

(c) Moneys to be applied to the mandatory or optional prepayment of Participations pursuant to Section 3.16(b), including insurance, self-insurance or condemnation proceeds which are required to be used to prepay Participations pursuant to Section 3.16(b)(ii), shall be deposited by the Fiscal Agent in the Prepayment Account in the Payment Fund. Insurance, self-insurance or condemnation proceeds which are not required to be used for such prepayment shall be held by the Fiscal Agent in a separate account and disbursed at the direction of the Purchaser to pay or reimburse the costs of rebuilding the Facilities or acquiring replacement Facilities. Moneys to be applied to

mandatory sinking fund payments pursuant to Section 3.16(c) shall be deposited by the Fiscal Agent in the Principal Account in the Payment Fund. Moneys available to pay Participations following an Event of Default pursuant to Section 21 of the Installment Purchase Agreement or an event of nonappropriation pursuant to Section 5 of the Installment Purchase Agreement shall be deposited by the Fiscal Agent in the Interest and Principal Accounts in the Payment Fund.

(d) Funds invested at a restricted yield shall be invested at a yield not greater than the yield on the Participations (computed in accordance with applicable rules and regulations of the United States Treasury Department and the Internal Revenue Service) or invested in obligations described in section 103(a) of the Code, the interest on which is not treated as a specific preference item for the purposes of federal corporate or individual alternative minimum taxes; provided such investments shall be made solely at the direction of the State.

Section 4.05. Reserve Fund.

(a) Within the Trust Fund there is hereby established with the Fiscal Agent a special fund designated the "Reserve Fund." The Fiscal Agent agrees to receive and deposit in the Reserve Fund an amount equal to the Reserve Requirement on the Closing Date. The Fiscal Agent shall keep the Reserve Fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Article. Such fund shall be maintained by the Fiscal Agent until Base Installment Payments are paid in full pursuant to the terms of the Installment Purchase Agreement, and until there are no Participations Outstanding; provided, however, that at such time as the amount on deposit in the Reserve Fund shall equal or exceed the aggregate amount of all Base Installment Payments remaining to be made on all then Outstanding Participations, such amounts shall be transferred to the Payment Fund and credited against the State's obligation to pay Base Installment Payments; and, further provided, that any amounts on deposit in the Reserve Fund on June 30, 2013 shall be transferred to the Payment Fund and credited against the State's obligation to pay Base Installment Payments.

(b) If on any Participation Payment Date the amounts in the Payment Fund are less than the amounts of principal (including mandatory sinking fund payments) and interest payments due with respect to the Participations on such date, the Fiscal Agent shall forthwith transfer from the Reserve Fund to the appropriate account within the Payment Fund an amount sufficient to make up such deficiency. In the event of any such transfer, the Fiscal Agent shall, within five (5) days after making such transfer, provide written notice to CMS, the Insurer and the Bureau of the amount and date of such transfer.

(c) Moneys in the Reserve Fund shall be used on any Participation Payment Date, to pay Base Installment Payments to the extent necessary to make up deficiencies in the Payment Fund in the event that moneys in the Payment Fund are less than the amounts of principal (including mandatory sinking fund payments) and interest then due with respect to the Participations, and for that purpose moneys may be withdrawn from the Reserve Fund and transferred to the Payment Fund, as provided in paragraph (b) above. Moneys in the Reserve Fund shall be used on any prepayment date pursuant to Section 3.16(b) to prepay the Participations, in whole.

(d) Upon receipt by the Fiscal Agent of any payment on account of delinquent Base Installment Payments with respect to which moneys have been advanced from the Reserve Fund, such payment shall be deposited in the Reserve Fund to replenish the amount on deposit therein to the Reserve Requirement.

(e) On each Participation Payment Date, the excess balance, if any, in the Reserve Fund over the Reserve Requirement shall be transferred to the Payment Fund and applied by the Fiscal Agent to the payment of interest and principal (including mandatory sinking fund payments) coming due on the Participations on such Participation Payment Date.

Section 4.06. Rebate Fund.

(a) Within the Trust Fund there is hereby established with the Fiscal Agent a special fund designated the "Rebate Fund." Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder. The Fiscal Agent shall keep the Rebate Fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in the Tax and Arbitrage Certificate delivered at the time of the issuance of the Participations.

(b) The Fiscal Agent shall, at the State's direction, contract with others experienced in making rebate computations to perform the computations required by the Tax and Arbitrage Certificate. The Fiscal Agent shall be entitled to rely on such computations made by others and shall not be liable or responsible in any manner to any person for so relying, notwithstanding any error in such computations. In any event, the Fiscal Agent shall obtain and keep such records of the computations made pursuant to the Tax and Arbitrage Certificate as are required under Section 148(f) of the Code and such records shall be available for inspection at all reasonable times by CMS.

Section 4.07. Operating and Maintenance Fund. Within the Trust Fund there is hereby established with the Fiscal Agent a special fund designated the "Operating and Maintenance Fund." The Fiscal Agent agrees to receive and deposit in such Fund from time to time such amounts as it may receive pursuant to the Management Agreement and agrees to disburse from such Fund under arrangements approved by the Fiscal Agent. Anything to the contrary set forth in this Fiscal Agent Agreement notwithstanding, the Fiscal Agent shall keep the Operating and Maintenance Fund separate and apart from all other funds and moneys held by it and amounts deposited therein shall be free and clear of any lien or pledge hereunder for the benefit of the Owners of the Participations and shall not be used for the payment of principal or interest on the Participations but shall be used only for the uses and purposes specified in the Management Agreement. A breach or violation of this Section shall not constitute an event of default under this Agreement.

Section 4.08. Surplus. After payment or prepayment or provision for payment or prepayment of all amounts due with respect to the Participations and payment of all fees and expenses to the Fiscal Agent, and payment of all amounts required to be paid to the United States as a condition to the exclusion of interest with respect to the Participations from the gross income of the Owners for federal income tax purposes, or satisfactory provision for such payments having been made, any amounts remaining in any of the funds or accounts established under this Article IV and not required for such purposes shall be remitted to the State of Illinois.

Section 4.09. Deposit and Investment of Moneys in Funds.

(a) The moneys and investments held by the Fiscal Agent under this Fiscal Agent Agreement are irrevocably held in trust for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Fiscal Agent Agreement.

(b) Subject to the provisions of the Tax and Arbitrage Certificate and pursuant to the direction of the State, all moneys held by the Fiscal Agent in any of the funds or accounts established pursuant to this Article IV shall be invested in Qualified Investments maturing not later than the date on which such moneys are expected to be needed for the purposes for which they are held; provided that moneys held in the Reserve Fund shall be invested in an Investment Agreement satisfactory to the Insurer, as to form, amount and provider, or, except as otherwise approved in writing by the Insurer, in other Qualified Investments at least 50% of which investments initially mature on or before June 30, 1993 and thereafter mature after reinvestment within six months and the remainder of which investments

initially mature on or before June 30, 1998 and thereafter mature after reinvestment within five years.

(c) Interest or income received by the Fiscal Agent on investment of moneys in any of the funds or accounts established under this Article shall initially be credited to the fund or account from which such moneys were derived.

(d) For the purpose of determining the amount in any fund or account under this Article IV, all investments shall be valued, at least quarterly, at the market value thereof (exclusive of accrued interest). The Fiscal Agent may sell (using reasonable efforts to obtain the best price upon any such sale), or present for redemption, any investments whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from any fund or account under this Article IV.

(e) The Fiscal Agent shall furnish to the Seller, LaSalle National Bank and CMS and the Insurer, no less often than quarterly, a report of all investments made by the Fiscal Agent and the status of all collateral securing any such investments and of all amounts on deposit in each fund and account maintained hereunder.

(f) Earnings from investment of moneys in any of the funds and accounts established under this Article IV shall be transferred to the Interest Account in the Payment Fund prior to each Participation Payment Date, except (i) to the extent required to be transferred to the Rebate Fund; (ii) earnings from investments in the Administrative Expense Fund which shall be retained therein; (iii) earnings from investments in the Operating and Maintenance Fund which shall be retained therein and used as provided in the Management Agreement; and (iv) as otherwise specified in this Article IV.

ARTICLE V

COVENANTS, DEFAULT AND RIGHTS OF INSURER

Section 5.01. Seller to Perform Agreement. Seller covenants and agrees with the Owners of the Participations to perform all obligations and duties imposed on it under the Installment Purchase Agreement and the Assignment.

Section 5.02. Notice of Non-Payment. In the event of delinquency in the deposit of Base Installment Payments due from the State pursuant to Section 4(f) of the Installment Purchase Agreement, the Fiscal Agent shall give written notice of the delinquency and of the amount thereof to the State and the Insurer provided that failure to give such notice shall not impair the rights or remedies of the Fiscal Agent hereunder.

Section 5.03. Events of Default. An Event of Default under the Installment Purchase Agreement is deemed to be an event of default under this Fiscal Agent Agreement.

In the case of an event of default, the Fiscal Agent shall, within five (5) days after such event, give written notice thereof by first class, postage prepaid mail to the Owners of all Participations then Outstanding at their respective addresses shown on the Participation Register.

Section 5.04. Acceleration. Upon the occurrence of any Event of Default set forth in paragraphs (a) or (b) of Section 21 of the Installment Purchase Agreement or an event of nonappropriation pursuant to Section 5 of the Installment Purchase Agreement, the Fiscal Agent shall, at the written direction of the Insurer, and upon the occurrence of any Event of Default set forth in paragraphs (c), (d), or (e) of Section 21 of the Installment Purchase Agreement, the Fiscal Agent may, with the written consent of the Insurer, and upon the written request of the Owners of not less than twenty-five (25) percent in aggregate principal amount of the Participations then Outstanding and indemnification by such Owners, the Fiscal Agent may with the written consent of the Insurer and shall at the written direction of the Insurer, by notice in writing delivered to the State, declare an amount equal to all amounts then due under the Installment Purchase Agreement and the principal component of all remaining Base Installment Payments to be immediately due and payable.

The provisions of this Section 5.04 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.

Section 5.05. Other Remedies. Upon the occurrence of an event of default or nonappropriation event, the Fiscal Agent may, with the written consent of the Insurer and shall, at the ~~written direction of the Insurer, exercise, as an alternative~~ or in addition to any other remedy under this Fiscal Agent Agreement, any remedy available to Seller under the Installment Purchase Agreement and under the Assignment, other than terminating the Installment Purchase Agreement prior to the

earlier of the Acceptance Date or July 15, 1994 or remedies incidental to the Retained Rights during any period prior to the Acceptance Date.

If an event of default or nonappropriation event shall have occurred, and the Insurer shall direct in writing or if requested so to do by the Owners of twenty-five (25) percent in aggregate principal amount of Participations then Outstanding, and indemnified by such Owners, the Fiscal Agent shall, with the written consent of the Insurer, be obligated to exercise such one or more of the rights and powers conferred by this Section 5.05 as the Fiscal Agent, being advised by counsel, shall deem most expedient in the interests of the Owners of Participations.

No remedy conferred on the Fiscal Agent is intended to be exclusive of any other remedy but each and every remedy given to the Fiscal Agent shall be in addition to any other remedy given to the Fiscal Agent.

No delay or omission to exercise any right or power accruing upon any default or event of default or nonappropriation event shall impair any such right or power or shall be construed to be a waiver of any such default or event of default or nonappropriation event or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.06. Right of Participation Owners to Direct Proceedings. Anything in this Fiscal Agent Agreement to the contrary notwithstanding but subject to the Insurer's rights under Section 5.17 hereof, the Owners of a majority in aggregate principal amount of the Participations then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Fiscal Agent, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Fiscal Agent Agreement or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Fiscal Agent Agreement.

Section 5.07. Appointment of Receivers. Upon the occurrence of an event of default or nonappropriation event, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Fiscal Agent and of the Owners of Participations under this Fiscal Agent Agreement, the Fiscal Agent shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Facilities and of the rentals, revenues, and other income, charges and moneys therefrom, pending such proceedings, with such power as the court making such appointment shall confer.

Section 5.08. Application of Moneys. All moneys received by the Fiscal Agent pursuant to any right given or action taken under the provisions of this Article V shall, after payment of the reasonable costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Fiscal Agent, be deposited in the appropriate accounts in the Payment Fund and all moneys so deposited shall be transferred as and when required to be applied as follows:

(a) Unless the principal of all the Participations shall have become due and payable, all such moneys shall be applied:

First, to the payment of the persons entitled thereto of all interest then due on the Participations, in the order of the due dates of such interest and, if the amount available shall not be sufficient to pay in full said amount due on any due date, then to the payment ratably, according to the amounts due on such due date to the persons entitled thereto, without any discrimination or privilege;

Second, to the payment to the persons entitled thereto of the unpaid principal of any of the Participations which shall have become due (other than Participations matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Fiscal Agent Agreement), in the order of their due dates, with interest on the overdue principal of such Participations from the respective dates upon which they became due at the respective rates borne by such Participations and, if the amount available shall not be sufficient to pay in full Participations due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

Third, to the prepayment of Outstanding Participations at par plus accrued interest to the date of prepayment, such prepayment to be at the election of the Fiscal Agent with the written consent of the Insurer or at the written direction of the Insurer and to be made ratably among all Outstanding Participations according to the respective principal amounts thereof.

(b) ~~If the principal of all the Participations shall have become due, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Participations, without preference or priority of principal over interest, or of interest over principal, or of any installment of~~

interest over any other installment of interest, or of any Participation over any other Participation, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section 5.08, such moneys shall be applied at such times and from time to time as the Fiscal Agent, with the written consent of the Insurer, shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Fiscal Agent shall apply such funds, it shall fix the date (which shall be a Participation Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest with respect to the amounts of principal to be paid on such dates, and for which moneys are available, shall cease to accrue. The Fiscal Agent shall give such notice as it may deem appropriate of the deposit with it of any moneys and of the fixing of such date, and shall not be required to make payment to the Owner of any unpaid Participation until such Participation shall be presented to the Fiscal Agent for appropriate endorsement or for cancellation if fully paid.

Section 5.09. Initiation of Remedies. All rights of action hereunder may be enforced by the Fiscal Agent without the possession of any of the Participations or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Fiscal Agent shall be brought in its name as Fiscal Agent without the necessity of joining as plaintiffs or defendants the Owners of any Participations, and any recovery of judgment shall be for the ratable benefit of the Owners of the Participations then Outstanding.

Section 5.10. Rights and Remedies of Owners. No Owner of any Participation shall have any right to institute any suit, action or proceeding for the enforcement of this Fiscal Agent Agreement, for the execution of any trust hereof or any other remedy hereunder, unless (i) an event of default or an event of nonappropriation has occurred; (ii) the Owners of twenty-five (25) percent in aggregate principal amount of Participations then Outstanding shall have made written request to the Fiscal Agent and shall have offered the Fiscal Agent reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (iii) such Owners have offered the Fiscal Agent indemnification in a manner satisfactory to it for any liability and expense it might incur in carrying out the aforementioned request; and (iv) the Fiscal Agent shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his or their own name or names. Such request

and offer of indemnity are hereby declared in every case at the option of the Fiscal Agent to be conditions precedent to the execution of the powers and trusts of this Fiscal Agent Agreement, and to the initiation of any action or cause of action for the enforcement of this Fiscal Agent Agreement; provided, that the Fiscal Agent may not, as a condition precedent to the execution of the powers and trusts hereunder, request indemnification for liability arising out of the Fiscal Agent's gross negligence or willful misconduct or wrongful failure to act; it being understood and intended that no one or more of the Owners of the Participations shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Fiscal Agent Agreement or to enforce any right hereunder except in the manner herein provided and that proceedings shall be instituted, had and maintained in the manner herein provided and for the ratable benefit of the Owners of all Participations then Outstanding. Nothing in this Fiscal Agent Agreement shall, however, affect or impair the right of any Participation Owner to enforce the payment of the principal and interest with respect to any Participation at and after the maturity thereof, or the obligation of the Fiscal Agent to pay the principal and interest with respect to each of the Participations executed and delivered hereunder to the respective Owners thereof at the time and place, and from the source and in the manner, provided in this Fiscal Agent Agreement.

Section 5.11. Termination of Proceedings. In case the Fiscal Agent shall have proceeded to enforce any right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the Seller and the Fiscal Agent shall be restored to their former positions and rights hereunder and under the Installment Purchase Agreement, and all rights, remedies and powers of the Fiscal Agent shall continue as if no such proceedings had been taken.

Section 5.12. Waivers of Events of Default. The Fiscal Agent may in its discretion, with the written consent of the Insurer, waive any event of default or event of nonappropriation hereunder and its consequence and rescind any declaration of maturity of principal and shall do so upon the written direction of the Insurer and the written request of the Owners of a majority in aggregate principal amount of all the Participations then Outstanding; provided, however, that there shall not be waived (a) any failure in the payment of principal with respect to any Outstanding Participations at the date of maturity or mandatory prepayment specified therein or (b) any failure in the payment when due of the interest with respect to any such Participations, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all expenses of the Fiscal Agent, in connection with such failure, shall have been

paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Fiscal Agent on account of any such failure shall have been discontinued or abandoned or determined adversely, then and in every such case the Seller, the Fiscal Agent and the Participation Owners shall be restored to their former positions and rights hereunder and under the Installment Purchase Agreement, respectively, but no such waiver or rescission shall extend to any subsequent or other default or nonappropriation event, or impair any right consequent thereon.

Section 5.13. No Obligation with Respect to Performance by Fiscal Agent or Fiscal Agent Compensation. Neither Seller nor the State has any obligation or liability to any person (other than the Fiscal Agent) with respect to the performance by the Fiscal Agent of any duty imposed upon it under this Fiscal Agent Agreement.

Section 5.14. No Seller or Fiscal Agent Liability to Owners for Payment. Notwithstanding any other provision of this Agreement, Seller shall not have any obligation or liability to the Owners of the Participations with respect to the payment of Base Installment Payments when due, or with respect to the performance by the State of any other agreement made by it in the Installment Purchase Agreement. Notwithstanding any other provision of this Fiscal Agent Agreement, the Fiscal Agent shall not have any obligation or liability to the Owners of the Participations with respect to the payment of Base Installment Payments when due, except from amounts on deposit with the Fiscal Agent for such purpose, or with respect to the performance by the State of any other agreement made by it in the Installment Purchase Agreement.

Section 5.15. No Responsibility for Sufficiency. The recitals and statements concerning the Installment Purchase Agreement contained herein and in the Participations shall be taken as the recitals and statements of the Seller, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor shall the Fiscal Agent have any responsibility for or any liability with respect to any disclosure, warranty, representation or concealment or failure to disclose in connection with the offering, solicitation, sale or distribution of the Participations. The Fiscal Agent shall not be responsible for the sufficiency of the Installment Purchase Agreement or of the assignment made to it of rights to receive moneys pursuant to the Installment Purchase Agreement, or the value of or title to the Facilities.

Section 5.16. Action in Event of Nonappropriation under Installment Purchase Agreement. Subject to Section 5.17 hereof, the Fiscal Agent shall have and may exercise all of Seller's rights and remedies under the Installment Purchase

Agreement (except Retained Rights prior to the Acceptance Date and including the Retained Rights from and after the Acceptance Date), including the right to dispose of the Facilities in the event of a nonappropriation after the Acceptance Date pursuant to Section 5 of the Installment Purchase Agreement or, as to any Facilities upon the occurrence of an Event of Default under Section 21 of the Installment Purchase Agreement. The Fiscal Agent shall, in either case, promptly, subject to any mortgage indebtedness being paid in full, deliver the deeds that the Seller has deposited with the Fiscal Agent to convey title to the Facilities to the Fiscal Agent and/or demand or cause beneficial ownership to the Facilities or the proceeds of any sale thereof to be transferred to the Fiscal Agent pursuant to the Collateral Assignment and any direction to convey executed and delivered by the Beneficiary pursuant thereto. The Fiscal Agent shall apply the proceeds of such disposition as set forth in this Fiscal Agent Agreement.

Section 5.17. Rights of the Insurer.

(a) Notwithstanding any other provision of this Agreement, in the event that the principal and prepayment price, if applicable, and interest due on the Participations shall be paid by the Insurer pursuant to the Financial Guaranty Bond, the assignment and pledge of the Trust Fund, if any, and all covenants, agreements and other obligations to the Owners of Participations shall continue to exist and the Insurer shall be subrogated to the rights of such Owners of Participations.

(b) Wherever the term "Participation Owner" or "Owner" or a term of like meaning appears herein and so long as the Insurer is in compliance with the terms of the Financial Guaranty Bond, the Insurer shall be deemed to be a Participation Owner or Owner of a sufficient percentage of the Outstanding Participations (i) to initiate any action or effect any demand which Participation Owners or Owners may initiate or effect, and (ii) to approve or disapprove any action, forbearance or amendment which is subject to Participation Owner or Owner approval or initiation.

(c) The Insurer shall be deemed to be a holder or owner of the Participations guaranteed by the Insurer for all purposes.

(d) At the time that the Fiscal Agent is required to give any notice to any party in the transaction, like notice shall be given to the Insurer. In addition, the Fiscal Agent shall immediately notify the Insurer (i) not less than 10 Business Days in advance of the execution of any supplement, amendment or change to this Agreement, the Installment Purchase Agreement or any other transaction document, with a copy of such notice to Bond Insurance Department, Standard & Poor's

Corporation at 25 Broadway, New York, NY 10004 (ii) upon any draw upon the Reserve Fund, (iii) upon any deficiency in any fund or account (iv) upon a direction from the State to prepay all or any portion of the Participations, (v) upon the resignation or petition for removal of the Fiscal Agent or the appointment of a successor Fiscal Agent and (vi) upon any event of default or nonappropriation or upon any event that with notice and/or with the lapse of time could become an event of default or nonappropriation under this Agreement, the Installment Purchase Agreement or any other transaction document.

ARTICLE VI

THE FISCAL AGENT

Section 6.01. Employment of Fiscal Agent. In consideration of the recitals hereinabove set forth and for other valuable consideration, the Fiscal Agent hereby agrees to receive, hold, invest and disburse the moneys to be paid to it pursuant to the Installment Purchase Agreement for credit to the various funds and accounts established by this Fiscal Agent Agreement; to prepare, execute, deliver and deal with the Participations; to apply and disburse Base Installment Payments received from the State or otherwise to the Owners; and to perform certain other functions, all as provided in, and subject to the terms and conditions of, this Fiscal Agent Agreement.

Section 6.02. Fiscal Agent; Duties, Removal and Resignation. By executing and delivering this Fiscal Agent Agreement, the Fiscal Agent accepts the duties and obligations of the Fiscal Agent provided in this Fiscal Agent Agreement, but only upon the terms and conditions set forth in this Fiscal Agent Agreement.

The Owners of a majority in aggregate principal amount of all Participations Outstanding may, with the written consent of the State, or the Insurer may, without the consent of the State, in the event of a breach of this Agreement or other just cause, remove the Fiscal Agent, upon not less than 30 days' prior notice given to the Fiscal Agent and to the Participation Owners by mailing, first class postage prepaid, and may appoint a successor fiscal agent, but any such successor shall be a bank or trust company subject to examination by state or federal authorities and doing business, qualified to exercise corporate trust powers and having a corporate trust office in the State of Illinois, having a combined capital and surplus of at least ~~Seventy Five Million Dollars (\$75,000,000)~~ unless otherwise approved in writing by the Insurer. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority, then for the purposes of this Section 6.02 the combined capital and surplus of such bank or trust company shall

be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. -- If the successor fiscal agent does not publish a report of condition, other evidence customarily relied on in the banking community to determine the combined capital and surplus of a financial institution may be relied on to determine the combined capital and surplus of the successor fiscal agent. All successor fiscal agents must agree to and accept the terms and conditions of this Fiscal Agent Agreement.

The Fiscal Agent may at any time resign by giving not less than 30 days' prior notice to the State and to the Participation Owners by mail, first class postage prepaid, which notice shall state the reason for such resignation. Upon receiving such notice of resignation, the Participation Owners, with the written consent of the State, shall have the right to appoint promptly a successor fiscal agent by an instrument in writing. Resignation or removal of the Fiscal Agent and appointment of a successor fiscal agent shall become effective upon acceptance of appointment by the successor fiscal agent. Each successor fiscal agent appointed upon the resignation of the Fiscal Agent or another successor fiscal agent shall satisfy the qualifications required for a successor fiscal agent appointed on the removal of the Fiscal Agent or a successor fiscal agent. Each successor fiscal agent shall be authorized to exercise the trust powers granted to the Fiscal Agent herein.

In the event of the resignation or removal of the Fiscal Agent, the resigning or removed Fiscal Agent shall pay to the successor fiscal agent an amount equal to any unearned portion of the Fiscal Agent's fees paid in advance pursuant to Section 6.03 hereof to the resigning or removed Fiscal Agent.

Section 6.03. Compensation of the Fiscal Agent. The Fiscal Agent's initial fees and expenses incurred in connection with the performance of its duties as fiscal agent and paying agent hereunder shall be paid out of the Facilities Acquisition Fund and its subsequent reasonable fees and expenses shall be paid from the Administrative Expense Fund, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Fiscal Agent may employ in connection with the exercise and performance of its powers and duties hereunder. Unless there is an Event of Default or nonappropriation pursuant to Section 5 of the Installment Purchase Agreement neither such compensation nor such expenses shall be payable from the Trust Fund nor shall the Fiscal Agent have any lien thereon.

The Fiscal Agent shall not be obligated to execute any documents or take, or forego to take, any action under or pursuant to this Fiscal Agent Agreement or any other document in connection with the Participations unless and until provision for

the payment of expenses of the Fiscal Agent shall have been made reasonably satisfactory to the Fiscal Agent.

The State will undertake to pay or provide for any liabilities of the Fiscal Agent not arising from the Fiscal Agent's own default or gross negligence or bad faith, which the Fiscal Agent may incur in the exercise and performance of its rights, powers, trusts, and duties and obligations hereunder.

Section 6.04. Merger or Consolidation. Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, shall, provided that such company is eligible under Section 6.02 hereof, be the successor to the Fiscal Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 6.05. Protection of the Fiscal Agent. The Fiscal Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or issued pursuant to any of the provisions of this Fiscal Agent Agreement, and the Fiscal Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Fiscal Agent shall not be bound to recognize any person as an Owner of any Participation or to take any action at such person's request unless such Participation shall be deposited with the Fiscal Agent or satisfactory evidence of the ownership of such Participation shall be furnished to the Fiscal Agent. The Fiscal Agent may consult with counsel, who may be counsel to Seller, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

The Fiscal Agent shall not be deemed to have notice of any event of default hereunder except a default in the payment of Base Installment Payments, unless the Fiscal Agent shall be specifically notified thereof in writing.

Whenever in the administration of its duties under this Fiscal Agent Agreement, the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless

otherwise prescribed) shall be deemed to be conclusively proved and established by the certificate of Authorized Representatives of CMS and such certificate shall be full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Fiscal Agent Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Fiscal Agent may buy, sell, own, hold and deal in any of the Participations, and may join in any action which any Owner may be entitled to take with like effect as if the Fiscal Agent were not a party to this Fiscal Agent Agreement. The Fiscal Agent, either as principal or agent, may also engage in or have an interest in any financial or other transaction with the State or Seller, and may act as depository, trustee, or agent for any committee or body of Owners of Participations or other obligations of the State as freely as if it were not Fiscal Agent hereunder.

The Fiscal Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall not be answerable for the default or misconduct of any such attorney, agent or receiver selected by it with reasonable care, except as otherwise provided in this Fiscal Agent Agreement.

The Fiscal Agent shall exercise its discretion or powers under this Fiscal Agent Agreement and the administration of the funds and accounts established hereunder, with the same degree of care and skill a prudent man would exercise or use under the circumstances in the conduct of his own affairs. No provision of this Fiscal Agent Agreement shall be construed to relieve the Fiscal Agent from liability for its own grossly negligent action, misconduct or wrongful failure to act, except that this provision shall not be construed to affect the scope of the Fiscal Agent's duties and obligations provided for herein or the Fiscal Agent's right to rely on the truth of statements and the correctness of opinions as heretofore provided.

Section 6.06. Fiscal Agent to Act as Set Forth Herein. The Fiscal Agent has the power to receive, to hold in accordance with the terms hereof and to disburse the money to be paid pursuant to the Installment Purchase Agreement and this Fiscal Agent Agreement. The Fiscal Agent has no power to vary, alter or substitute the Installment Purchase Agreement or the corpus of any trust created hereby or pursuant to the Installment Purchase Agreement at any time, except as specifically authorized herein.

ARTICLE VII

TRANSFER OF TITLE TO THE STATE

Section 7.01. Transfer of Title. Upon (a) payment of all Base Installment Payments under the Installment Purchase Agreement, or (b) the exercise by the State of the prepayment option with respect to any Facilities by depositing the applicable amounts with the Fiscal Agent in accordance with Section 17 of the Installment Purchase Agreement, and if the State makes or causes to be made payment of all other amounts then due from the State to the United States, the Fiscal Agent, and the Seller pursuant to the Installment Purchase Agreement, and this Fiscal Agent Agreement, then all right, title and interest (including license or other property rights) of the Seller and the Fiscal Agent in and to such Facilities shall be released to, conveyed to and vested in or as directed by the State provided no event of default or nonappropriation shall have occurred and be continuing.

Section 7.02. Discharge of Lien; Further Assurances. Upon transfer to the State or its designee of all right, title and interest in and to the Facilities pursuant to Section 7.01 hereof, the Seller and the Fiscal Agent shall warrant to the State or its designee that title to and beneficial ownership of the Facilities so transferred is free and clear of any liens, charges or other encumbrances created by the Fiscal Agent or the Seller and shall execute and deliver any and all such deeds, transfer declarations, disclosure statements under the Illinois Responsible Property Transfer Act and other instruments and assurances of conveyance as may be reasonably necessary or proper to consummate such transfer, and such discharge. Nothing in this Section 7.02 shall preclude the Seller's granting a mortgage on the Facilities prior to the time of acceptance of the Facilities; provided that the rights of the mortgagee with respect to the Installment Purchase Agreement (other than Retained Rights) are fully subordinated to the rights of the Fiscal Agent and the Participation Owners in the event of an event of default or an event of nonappropriation after the Acceptance Date under the Installment Purchase Agreement; and further provided that such mortgage is released at or prior to the time of acceptance of the Facilities pursuant to the State's execution and delivery of the Acceptance Certificate and payment in full of the mortgage indebtedness and return of the Letter of Credit.

ARTICLE VIII

AMENDMENT; DEFEASANCE;
ADMINISTRATIVE PROVISIONS

Section 8.01. Amendment. The Seller and the Fiscal Agent may, subject to the written consent of the Insurer, and shall, at the written direction of the Insurer, but without the consent of, or notice to, any of the Owners amend this Fiscal Agent Agreement for any one or more of the following purposes:

(a) To cure any ambiguity, inconsistency or formal defect or omission in this Fiscal Agent Agreement;

(b) To grant or to confer upon the Fiscal Agent for the benefit of the Participation Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Participation Owners or the Fiscal Agent or any of them;

(c) To subject to the lien and pledge of this Fiscal Agent Agreement additional property;

(d) To add to the covenants and agreements of the Fiscal Agent contained in this Fiscal Agent Agreement other covenants and agreements thereafter to be observed for the protection of the Participation Owners; or

(e) To evidence any succession within the State, the Fiscal Agent or Seller and the assumption by such successors of the requirements, covenants and agreements of the State, the Fiscal Agent or Seller in this Fiscal Agent Agreement and in the Installment Purchase Agreement and the Participations.

Exclusive of the aforementioned types of amendment and subject to the terms and provisions contained in this Section and the written consent of the Insurer, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Participations then Outstanding shall have the right, from time to time, anything contained in this Fiscal Agent Agreement to the contrary notwithstanding, to consent to and approve the execution by the Seller and the Fiscal Agent of such other amendment as shall be deemed necessary and desirable by the Seller or the Fiscal Agent for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Fiscal Agent Agreement or in any amendment hereto, provided, however, that nothing in this Section 8.01 shall permit, or be construed as permitting: (i) an extension to the maturity of the principal or the interest with respect to any Participation executed and delivered hereunder, or a reduction in the principal with respect to any Participation or

the rate of interest with respect thereto; without the consent of each Participation Owner so affected; or (ii) a privilege or priority of any Participation over any other Participation, or a reduction in the aggregate principal with respect to the Participations required for consent to such amendment, without the consent of the Owners of all of the Participations then Outstanding.

The Installment Purchase Agreement shall not be modified, amended, altered or changed without the Fiscal Agent's prior written consent and the prior written consent of the Insurer; provided however, that no such consent need be obtained with respect to any modification, amendment, alteration or change to Exhibit C or D thereto which does not materially affect the essentiality or value of the project to the Purchaser or the fitness of the project contemplated thereby for its intended use by the Purchaser. Without the consent of the Owners of the Participations, the Fiscal Agent and the Insurer may consent to any amendment to the Installment Purchase Agreement which in their judgment does not prejudice the Fiscal Agent or the Owners of the Participations which consents shall be binding and effective and may be relied upon by other parties. The Fiscal Agent and the Insurer shall not consent to any amendment, change or modification of the Installment Purchase Agreement which would prejudice the Owners of the Participations unless the Owners of not less than a majority in aggregate principal amount of the Participations then Outstanding shall approve such amendment; provided, however, that no amendment to the Installment Purchase Agreement shall be consented to if the amendment would result: (i) in an extension of the maturity of the principal or the interest with respect to any Base Installment Payments, or a reduction in the principal amount of any Participation or the rate of interest with respect thereto, unless each Participation Owner so affected consents; or (ii) in a privilege or priority of any Participation over any other Participation, or a reduction in the aggregate principal amount of the Participations required for consent to such amendment, unless the Owners of all of the Participations then outstanding so consent.

Neither this Fiscal Agent Agreement nor the Installment Purchase Agreement shall be modified, amended, altered or changed in any manner that would cause the inclusion of the interest component of Base Installment Payments in the gross income of the Owners for federal income tax purposes.

~~The Seller, the Servicer and their successors and assigns may at any time amend the Management Agreement without the consent of the Fiscal Agent or the Owners.~~

If, at any time, the Fiscal Agent shall propose an amendment for any of the purposes of this Section 8.01 requiring the approval of the Participation Owners, the Fiscal Agent shall,

upon being satisfactorily indemnified with respect to expenses, notify the Owners of all Outstanding Participations of the proposed amendment. Notice of such proposed amendment shall be given not less than thirty (30) days nor more than sixty (60) days prior to the proposed effective date of the amendment by mailing first class postage prepaid, to the Participation Owners. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate office of the Fiscal Agent for inspection by all Participation Owners. If, within sixty (60) days after mailing of the notice or such longer period not to exceed one hundred twenty (120) days as the Fiscal Agent may prescribe, the requisite number of Owners of Outstanding Participations at the time notice of such amendment is given shall have consented to and approved the execution thereof as herein provided, no Owner of any Participation shall have any right to object to any of the terms and provisions contained therein, or the operation thereto, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Fiscal Agent or the State from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment, this Fiscal Agent Agreement or the Installment Purchase Agreement, as the case may be, shall be and is deemed to be modified and amended in accordance with such amendment.

Section 8.02. Satisfaction and Discharge or Defeasance. (a) When all Participations and interest thereon have been paid or are deemed to be paid as provided in Section 8.02(b), and provision has also been made for paying all amounts required to be paid to the United States Government pursuant to Section 147(f) of the Code and fees and expenses of the Seller and the Fiscal Agent, then and in that case, all obligations of the Fiscal Agent with respect to this Fiscal Agent Agreement and the Participations and of the State with respect to the Installment Purchase Agreement shall cease and terminate, except the obligation of the Fiscal Agent to pay or cause to be paid to the Owners of Participations all sums due with respect thereto, the obligation of the State to make payments to the United States Government pursuant to Section 4(c)(ii) of the Installment Purchase Agreement and the obligation to convey and transfer property to the State as required herein.

(b) Participations of any maturity or maturities and the interest thereon shall be deemed to be paid within the meaning of this Section 8.02 and no longer Outstanding if (i) in case any of the Participations are to be prepaid on any date prior to their maturity, the State shall have given to the Fiscal Agent irrevocable instructions to give notice as provided in Section 3.18 for prepayment of such Participations on such date, (ii) there shall have been deposited with the Fiscal Agent either moneys in an amount which shall be sufficient, or Government Obligations the principal of and interest on which when due,

without consideration of any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with the Fiscal Agent at the same time, shall be sufficient, to pay when due the principal of, premium, if any, and interest due and to become due on said Participations on or prior to the prepayment date or maturity date or dates thereof, as the case may be, (iii) the deposit required by (ii) above shall have been accompanied by an opinion of nationally recognized bond counsel to the effect that such provision for payment of the Participations and premium, if any, will not cause the interest with respect thereto to become subject to federal income taxation, (iv) in the event said Participations are not by their terms subject to prepayment within the next succeeding sixty (60) days, the State shall have given the Fiscal Agent, in form satisfactory to it, instructions to mail, as soon as practicable, a notice to the Owners of such Participations that the deposit required by (ii) above has been made with the Fiscal Agent and that said Participations are deemed to have been paid in accordance with this Section and stating such maturity or prepayment date upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on said Participations, and (v) the Insurer shall have received written notice of such proceedings and been furnished with preliminary and final drafts of all proposed escrow agreements, verification reports, legal opinions and financing documents which shall be acceptable to the Insurer at least five Business Days prior to completing the transaction. The Insurer shall be furnished final copies of such materials within ten Business Days after completion of such transaction.

(c) Notwithstanding any other provision of this Fiscal Agent Agreement, all moneys or Government Obligations set aside and held in trust pursuant to this Section 8.02 for the payment or prepayment of Participations (including premium, if any) shall be applied to and used solely for the payment of the particular Participations (including premium thereon, if any) with respect which such moneys and Government Obligations have been so set aside in trust. If all Participations have been paid or deemed to the paid, the Seller and/or the Fiscal Agent shall convey and transfer to the State or, at the direction in writing of CMS, the State's designee all property (other than the moneys and Government Obligations to be set aside and held in trust pursuant to this Section 8.02 for the payment of Participations and premium, if any) then held by the Seller and/or the Fiscal Agent (including the Installment Purchase Agreement and title to and any right to or interest in the beneficial ownership of the Facilities) and shall execute such documents as may be reasonably required by CMS.

Section 8.03. Filing. The Fiscal Agent shall record deeds and other real property instruments and file financing statements (or continuation statements in connection therewith)

or of any supplemental instruments or documents of further assurance as may be specified from time to time by an opinion of counsel in order to perfect the Fiscal Agent's rights and interests in the Facilities and the Installment Purchase Agreement and all other security hereunder and under the Assignment and the Collateral Assignment. The State and the Seller shall furnish such documents to the Fiscal Agent as the Fiscal Agent may reasonably request for purposes of this Section 8.03.

Section 8.04. Records. Prior to the full payment of principal and interest with respect to the Participations and for a period of six (6) years thereafter, the Fiscal Agent shall keep complete and accurate records of all moneys received and disbursed under this Fiscal Agent Agreement, which records shall be available for inspection by the State, the Seller and the Owners, or the agent of any of them, at any time during regular business hours.

Section 8.05. Notices. All written notices to be given under this Fiscal Agent Agreement shall be given by first class mail postage prepaid to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time.

If to Seller:

NBD Trust Company of Illinois
as trustee under Trust Agreement dated
September 12, 1991 and known as
Trust No. 1223-CH
307 North Michigan Avenue
Chicago, Illinois 60601
Attention: Trust Department

If to the Fiscal Agent:

First of America Bank - Springfield, N.A.
One Old Capitol Plaza
North Springfield, Illinois 62794-9268
Attention: Trust Department

and

First of America Bank
Trust and Financial Services
33 Bloomfield Hills Parkway
Suite 135
Bloomfield Hills, Michigan 48304
Attention: Corporate Trust Department

If to the Insurer:

Capital Guaranty Insurance Company
Steuart Tower - 22nd Floor
One Market Plaza
San Francisco, California 94105-1413
Attention: Risk Control

If to the State:

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

Illinois Student Assistance Commission
106 Wilmot Road
Deerfield, Illinois 60015
Attention: Executive Director

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

Section 8.06. Illinois Law. This Fiscal Agent Agreement shall be construed in accordance with and shall be governed by the laws of the State of Illinois.

Section 8.07. Severability. Any provision of this Fiscal Agent Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Fiscal Agent Agreement.

Section 8.08. Binding Effect; Successors. This Fiscal Agent Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and shall further inure to the benefit of the Participation Owners. Whenever in this Fiscal Agent Agreement any party is named or referred to, such references shall be deemed to include such party's successors or assigns, and all covenants and agreement contained in this Fiscal Agent Agreement by or on behalf of any party shall bind and inure to the benefit of such party's successors and assigns whether so expressed or not.

Section 8.09. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Fiscal Agent Agreement. All references herein to "Articles," "Sections," and other subdivisions are to the corres-

pending Articles, Sections or subdivisions of this Fiscal Agent Agreement.

Section 8.10. Execution in Counterparts. This Fiscal Agent 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 8.11. Miscellaneous Provisions. (a) Except as expressly permitted in this Fiscal Agent Agreement, the Fiscal Agent may not assign, transfer, convey or otherwise dispose of any of its rights or responsibilities under this Fiscal Agent Agreement without the prior written consent of the State, the Insurer and the Seller.

(b) With respect to the responsibilities of the State under the installment Purchase Agreement, the Installment Purchase Agreement shall be deemed obligatory only to the extent of money legally available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State beyond moneys legally available for the purpose hereof.

(c) This Agreement is executed and delivered by the Seller, not personally, but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH. No personal liability shall be

asserted or be enforceable against the Seller or the Beneficiary because or in respect of this Agreement or the making, issuance or transfer hereof, all such liability, if any, being expressly waived by each other party hereto.

FIRST OF AMERICA BANK -
SPRINGFIELD, N.A.,
as Fiscal Agent

ATTEST:

By:

Julia Valle

Senior V.P.

By: *Elizabeth A. Wisnosky*

Name: ELIZABETH A. WISNOSKY
Its: Asst. Vice President & Trust Officer

NBD TRUST COMPANY OF ILLINOIS,
not personally but solely
as trustee under Trust
Agreement dated September
12, 1991 and known as
Trust No. 1223-CH,
as Seller

(SEAL)

ATTEST:

By: _____

By: _____
Name: _____
Its: _____

asserted or be enforceable against the Seller or the Beneficiary because or in respect of this Agreement or the making, issuance or transfer hereof, all such liability, if any, being expressly waived by each other party hereto.

FIRST OF AMERICA BANK -
SPRINGFIELD, N.A.,
as Fiscal Agent

ATTEST:

By: _____
Name:
Its:

By: _____

This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, not individually but solely as Trustee, as provided. All the covenants and conditions to be performed hereunder by the NBD TRUST COMPANY OF ILLINOIS are undertaken by it as Trustee, as provided and not individually, and no other individual liability shall be asserted or enforced against the TRUST COMPANY OF ILLINOIS in violation of any of the covenants, statements, representations, commitments or warranties expressed or implied herein contained in this instrument.

NBD TRUST COMPANY OF ILLINOIS,
not personally but solely
as trustee under Trust
Agreement dated September
12, 1991 and known as
Trust No. 1223-CH,
as Seller

(SEAL)

By: Joseph F. Schuster
Name: JOSEPH F. SCHUSTER,
Its: Trustee

ATTEST:

By: Robert J. McCann
SECRETARY

EXHIBIT A

REQUEST FOR PREPARATION, EXECUTION AND
DELIVERY OF PARTICIPATIONS

NBD Trust Company of Illinois, not personally but solely as trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH, as Seller, hereby authorizes and requests First of America Bank - Springfield, N.A., as Fiscal Agent under the Fiscal Agent Agreement dated as of March 1, 1992, by and among the Seller and said Fiscal Agent, to prepare, execute and deliver to Midwest Securities Trust Company the following Participations registered in the name of Kray & Co., pursuant to such Fiscal Agent Agreement:

PARTICIPATIONS

<u>Participation Numbers</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-1	July 1, 1997	\$ 2,470,000	5.70%
R-2	July 1, 2002	4,030,000	6.50
R-3	July 1, 2007	5,565,000	6.875
R-4	July 1, 2013	11,835,000	6.95

NBD TRUST COMPANY OF ILLINOIS

By: _____

The undersigned hereby acknowledges that this request is authorized by and timely made pursuant to the terms of the above-referenced Fiscal Agent Agreement.

FIRST OF AMERICA BANK -
SPRINGFIELD, N.A.,
as Fiscal Agent

By: _____
Authorized Signatory

EXHIBIT B

(Form of Participation)

R- _____

\$ _____

PARTICIPATION
Evidencing the Proportionate Interest of the Owner
Hereof in
Base Installment Payments to be Paid
by the

STATE OF ILLINOIS

Acting By its Department
of Central Management Services
for the benefit of the
Illinois Student Assistance Commission

Test

Se _____

Maturity Date

Dated Date

CUSIP

REGISTERED OWNER:

PRINCIPAL SUM:

THIS IS TO CERTIFY THAT the registered owner named above of this Participation (herein called this "Participation") is the owner of the proportionate interest hereinafter stated in Base Installment Payments payable pursuant to that certain Installment Purchase Agreement dated as of October 18, 1991, as amended or supplemented (the "Installment Purchase Agreement") by and between NBD Trust Company of Illinois, not personally but solely as trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH, ("Seller"), and the State of Illinois, acting by its Department of Central Management Services for the benefit of the Illinois Student Assistance Commission.

The registered owner of this Participation is entitled to receive, subject to the terms of the Installment Purchase Agreement and the Fiscal Agent Agreement described herein on the Maturity Date set forth above (the "Maturity Date"), the principal sum stated above, representing a portion of Base Installment Payments payable under the Installment Purchase Agreement designated as principal coming due on the Maturity Date, and to receive from the date hereof the registered owner's proportionate share of Base Installment Payments payable under the Installment Purchase Agreement designated as interest coming due on July 1, 1992 and semiannually thereafter on January 1 and July 1 in each year to the Maturity Date or the date of

prepayment, whichever is earlier; provided that interest with respect hereto shall be payable from the Participation Payment Date next preceding the date on which this Participation is registered (unless this Participation is registered on a Participation Payment Date, in which event interest shall be payable from such Participation Payment Date, or unless no interest has been paid or duly provided for with respect to this Participation, in which event interest shall be paid from March 1, 1992); provided, however, that if at the date of registration of this Participation interest with respect hereto is in default, interest with respect hereto shall be paid from the last Participation Payment Date to which interest has been paid or made available for payment. Such proportionate share is the result of the multiplication of the aforesaid portion of Base Installment Payments designated as principal coming due on the Maturity Date by the rate of interest set forth above.

Capital Guaranty Insurance Company ("Capital Guaranty"), a Maryland corporation, has issued its Financial Guaranty Bond Number _____ (the "Guaranty") securing the payment of this Obligation when Due for Payment, as such terms are defined in said Guaranty. Reference is made to the Guaranty for the complete provisions thereof. All payments required to be made under the Guaranty shall be made in accordance with provisions thereof. The owner of this Obligation acknowledges and consents to the subrogation and transfer rights of Capital Guaranty as are more fully set forth in the Guaranty.

All amounts payable hereunder are to be paid in lawful money of the United States of America which at the time of payment is legal tender. The principal and premium, if any, with respect to all Participations shall be payable at the principal corporate office of the Fiscal Agent. Interest payable with respect to all Participations shall be paid by check or draft of the Fiscal Agent mailed to the Owners of the Participations on the interest payment dates at the addresses shown on the Participation Register.

The Participations are executed and delivered pursuant to a Fiscal Agent Agreement, dated as of March 1, 1992 (the "Fiscal Agent Agreement"), between the Seller and First of America Bank - Springfield, N.A., as Fiscal Agent (the "Fiscal Agent"), and are payable from Base Installment Payments. The Fiscal Agent holds the moneys in the funds and accounts established pursuant to the Fiscal Agent Agreement for the purposes therein set forth and on the terms and conditions therein set forth. **THE PARTICIPATIONS AND THE INSTALLMENT PURCHASE AGREEMENT DO NOT CONSTITUTE OR CREATE DEBT OF THE STATE OF ILLINOIS WITHIN THE MEANING OF THE ILLINOIS CONSTITUTION OF 1970, NOR A CONTRACTUAL OBLIGATION IN EXCESS OF THE AMOUNTS APPROPRIATED THEREFOR, AND THE STATE OF ILLINOIS HAS NO CONTINUING LEGAL OBLIGATION TO APPROPRIATE MONEY FOR SUCH PAYMENTS OR OTHER**

OBLIGATIONS DUE UNDER THE INSTALLMENT PURCHASE AGREEMENT OR THE PARTICIPATIONS. IN THE CASE OF THE FAILURE TO APPROPRIATE, THE ~~SOLE SECURITY FOR THE PARTICIPATIONS SHALL BE THE FACILITIES AND CERTAIN FUNDS HELD BY THE FISCAL AGENT.~~

The Fiscal Agent Agreement provides for the execution and delivery of Participations in an initial principal amount of \$23,900,000. Copies of the Fiscal Agent Agreement are on file at the principal corporate office of the Fiscal Agent, and reference to the Fiscal Agent Agreement and any and all amendments thereto is made for a description of the rights and remedies of the Owners of the Participations with respect thereto and the other terms and conditions upon which the Participations are delivered thereunder. Terms used in this Participation and not otherwise defined herein have the meanings set forth in the Fiscal Agent Agreement and the Installment Purchase Agreement.

The Fiscal Agent Agreement permits certain amendments or supplements to the Fiscal Agent Agreement and the Installment Purchase Agreement not prejudicial to the Participation Owners to be made without the consent of or notice to the Participation Owners, certain other amendments or supplements thereto to be made with the consent of the Owners of not less than a majority in aggregate principal amount of the Participations then Outstanding and other amendments or supplements thereto to be made only with the consent of all Participation Owners.

This Participation shall be transferable only upon the Participation Register, which shall be kept for that purpose at the principal corporate office of the Fiscal Agent, upon its surrender together with a written instrument of transfer satisfactory to the Fiscal Agent duly executed by the Owner or the Owner's duly authorized attorney. Upon the registration of the transfer, and the surrender of this Participation, the Fiscal Agent shall provide in the name of the transferee, a new fully registered Participation or Participations of the same maturity and aggregate principal amount as the surrendered Participations. The Fiscal Agent may treat the registered Owner hereof as the absolute owner hereof for all purposes, and the Fiscal Agent shall not be affected by any notice to the contrary.

The Participations are deliverable in the form of fully registered Participations without coupons in denominations of \$5,000 each or any integral multiple thereof. Upon surrender thereof at the principal corporate office of the Fiscal Agent with a written request for exchange satisfactory to the Fiscal Agent duly executed by the Owner or the Owner's duly authorized attorney, ~~the Participations may be exchanged for an equal~~ aggregate principal amount of fully registered Participations without coupons of any other authorized denomination of the same maturity.

The Fiscal Agent shall not be required to register the transfer of or to exchange this Participation for another Participation without payment by the person requesting such transfer or exchange of the Fiscal Agent's customary fee and any tax or other governmental charge required to be paid in connection therewith.

The Participations are subject to extraordinary mandatory prepayment prior to maturity, at par, with accrued interest and without premium, (i) in whole, from certain funds held under the Fiscal Agent Agreement on January 15, 1994, or July 15, 1994 (in certain circumstances) in the event the State has not delivered a signed Acceptance Certificate to the Seller and the Fiscal Agent on or before November 30, 1993 or May 30, 1994 (in certain circumstances) or (ii) after the Acceptance Date, in part, from and to the extent of the proceeds of casualty insurance or self-insurance or a condemnation or, in whole, from such insurance, self-insurance or condemnation proceeds plus certain amounts on deposit in the Trust Fund held by the Fiscal Agent subsequent to the damage, destruction or condemnation of the Facilities and determinations by the Purchaser (A) not to substitute replacement facilities pursuant to Section 20 of the Installment Purchase Agreement and (B) not to rebuild, repair or restore the Facilities to their prior condition, such prepayment to be made not less than 30 days nor more than 60 days after such determinations by the Purchaser. The Participations maturing on or after July 1, 2003 are subject to prepayment prior to maturity at the option of the State, in whole on any date on or after July 1, 2002, at the prepayment prices (expressed as a percentage of the principal amount of Participations being prepaid) set forth below plus accrued interest to the date of prepayment:

<u>Prepayment Period</u>	<u>Prepayment Price</u>
July 1, 2002 to and including June 30, 2003	102½
July 1, 2003 to and including June 30, 2004	101½
July 1, 2004 to and including June 30, 2005	101
July 1, 2005 to and including June 30, 2006	100½
July 1, 2006 and thereafter	100

Funds for any such prepayment shall be provided by depositing an amount equal to the prepayment into the Prepayment Account of the Payment Fund at least 45 days prior to the prepayment dates.

The Participations maturing July 1, 1997, 2002, 2007 and 2013 are subject to mandatory sinking fund payment prior to maturity on each July 1 of the indicated years and in the principal amounts shown below at par plus accrued interest to the prepayment date:

<u>July 1, 1997</u> Maturity		<u>July 1, 2002</u> Maturity		<u>July 1, 2007</u> Maturity		<u>July 1, 2013</u> Maturity	
<u>Prepayment</u> <u>Date</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>						
1994	\$565,000	1998	\$705,000	2003	\$ 970,000	2008	\$1,350,000
1995	600,000	1999	755,000	2004	1,035,000	2009	1,445,000
1996	635,000	2000	805,000	2005	1,110,000	2010	1,545,000
1997*	670,000	2001	855,000	2006	1,185,000	2011	1,655,000
		2002*	910,000	2007*	1,265,000	2012	1,770,000
						2013*	4,070,000

*Maturity

Funds for each such sinking fund prepayment shall be provided by the depositing of amounts equal to such mandatory sinking fund payments into the Principal Account of the Payment Fund. The State may, with respect to Participations of each maturity, receive credits against its sinking fund payment obligations in chronological order by (i) delivering Participations of such maturity subject to such obligations, or portions thereof, to the Fiscal Agent for cancellation or (ii) so electing with respect to Participations of such maturity which have been previously prepaid (otherwise than through the operation of mandatory sinking fund payments) and cancelled by the Fiscal Agent. In addition, in lieu of making sinking fund payments on Participations of each maturity the Fiscal Agent may, at the request of the State, purchase Participations of such maturity in the open market at prices not exceeding the then applicable sinking fund payment amounts. Any such Participations so purchased will be credited against sinking fund payment obligations of the respective maturities in chronological order.

If less than all Outstanding Participations are to be prepaid, the Fiscal Agent shall select Participations (or portions thereof) for prepayment as provided in Section 3.17 of the Fiscal Agent Agreement. The Fiscal Agent shall select for prepayment Participations (or portions thereof) within a maturity by lot in such manner as the Fiscal Agent shall determine; provided, however, that the portion of any Participation to be

prepaid shall be in the principal amount of \$5,000 or any integral multiple thereof.

Upon the surrender of any Participation prepaid in part only, the Fiscal Agent shall execute and deliver to the Owner thereof, without charge to the Owner, a new Participation or Participations of authorized denominations equal in aggregate principal amount to the unprepaid portion of the Participation surrendered and of the same interest rate and the same maturity.

If this Participation is called for prepayment, interest with respect to the portion to be prepaid shall cease to accrue from and after the date fixed for prepayment provided that funds sufficient for such prepayment are on deposit with the Fiscal Agent on such date.

When prepayment is authorized or required, the Fiscal Agent shall give to the Owners whose Participations are to be prepaid notice of the prepayment of the Participations. Notice of such prepayment shall be given by mailing copies thereof to the Owners of the Participations, first class postage prepaid, not more than forty-five (45) days nor less than thirty (30) days prior to the date fixed for prepayment.

If an event of default, as defined in the Fiscal Agent Agreement or an event of nonappropriation pursuant to Section 5 of the Installment Purchase Agreement, shall occur, the principal of this Participation and all other Participations secured by the Fiscal Agent Agreement then Outstanding shall or may be declared due and payable in the manner and with the effect provided by the Fiscal Agent Agreement, but subject to waiver of such as provided in the Fiscal Agent Agreement.

The Fiscal Agent has no obligation or liability to the Participation Owners for the payment of interest or principal with respect to the Participations, except from amounts on deposit for such purposes with the Fiscal Agent; the Fiscal Agent's sole obligations are to execute and deliver the Participations to administer the various funds and accounts established in the Fiscal Agent Agreement for the purposes therein set forth and to exercise on behalf of the Participation Owners the remedies provided in the Fiscal Agent Agreement under the terms and conditions therein set forth.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and laws of the State of Illinois and by the Fiscal Agent Agreement to exist, to have happened and to have been performed precedent to and in the delivery of this Participation, exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, this Participation has been executed by the manual signature of an authorized signatory of the Fiscal Agent all as of the date set forth above.

FIRST OF AMERICA BANK -
SPRINGFIELD, N.A.
as Fiscal Agent

By: _____
Authorized Signatory

(Form of Assignment)

ASSIGNMENT

For value received _____ the undersigned do(es) hereby sell, assign and transfer unto the within mentioned registered Participation and hereby irrevocably constitute(s) and appoint(s) said person as attorney, to transfer the same on the Participation Register of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Note: The signature(s) on this Assignment must correspond exactly with the name(s) as written on the face of this Participation.

EXHIBIT C

SCHEDULE OF MATURITIES

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
July 1, 1997	\$ 2,470,000	5.70%
July 1, 2002	4,030,000	6.50
July 1, 2007	5,565,000	6.875
July 1, 2013	11,835,000	6.95

