

FILED
SEP 17 2007
Jae Diella
Sangamon County Clerk

18-1

RESOLUTION OF THE MEMBERS OF THE COUNTY BOARD OF
SANGAMON COUNTY, ILLINOIS
AUTHORIZING THE DEVELOPMENT AND PURCHASE OF
A NEW DEPARTMENT OF PUBLIC HEALTH FACILITY

WHEREAS, the County of Sangamon, Illinois (the "County") acting through its County Board (the "Board") issued a Request for Proposal (the "RFP"), dated April 18, 2007, seeking proposals from developers for the acquisition of land and development and construction of a new Department of Public Health Facility (the "Project") to be purchased by the County;

WHEREAS, after reviewing responses to the RFP, the County previously determined that the proposal from Springfield East Venture, LLC (the "Developer") was the lowest responsive and responsible proposal, and the Board determined it was in the best interests of the County to negotiate contracts with the Developer for the development and purchase of the Project;

WHEREAS, there has been presented to the Board forms of a certain "Development Agreement", attached hereto as Exhibit A, and a certain "Purchase and Sale Agreement", attached hereto as Exhibit B, (collectively, the "Agreements") between the County and the Developer relating to the development and construction of the Project and the purchase of the Project, including an approximately 8-acre parcel of property, by the County;

WHEREAS, the Board has determined that it is in the best interests of the County to authorize the execution of the Agreements with the Developer;

WHEREAS, the County intends to finance the Purchase Price (as defined in the Agreements) and related costs of the Project through a future issuance of debt certificates, a form of tax-exempt financing, or such other tax-exempt financing mechanism as may be determined to be most advantageous to the County in order to produce funds sufficient to pay the Purchase Price when due pursuant to the Purchase and Sale Agreement and other related costs and expenses of the Project (such financing mechanism being referred to herein as the "Debt Certificates");

WHEREAS, the Board reasonably expects to reimburse itself for all or a portion of the costs and expenses related to the Project described on Exhibit A attached hereto (the "Induced Expenditures") with the proceeds of the Debt Certificates;

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements on the reimbursement of expenditures for capital improvements from the proceeds of tax-exempt financing such as the Debt Certificates;

WHEREAS, the Board intends to enact this Resolution to ensure that reimbursement to the Board of the Induced Expenditures will satisfy the requirements of the Code; and

WHEREAS, this Resolution declares the official intent of the Board to pay or reimburse the Induced Expenditures through the issuance of the Debt Certificates; and

WHEREAS, the Board has determined that it is in the best interests of the County to retain a financial advisor to advise the County in connection with the financing of the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Board that A.D. VanMeter, James D. Stone, and Ryan P. McCrady (the "Authorized Persons") be and hereby are authorized to enter into the Agreements with the Developer, each in a form substantially similar to the forms of agreement presented to the Board and attached hereto, with such revisions, additions and deletions as may be determined by the Authorized Persons to be in the best interests of the County **(and, in addition, to enter into more than one Purchase and Sale Agreement to accomplish the purchase of the Project and adjacent property, if determined by the Authorized Persons to be in the best interests of the County);** and

BE IT FURTHER RESOLVED, by Board that the Purchase Price for the Project **(including the related approximately 8-acre parcel of land)** shall not exceed \$7,700,222, as the same may be adjusted by Change Order(s) pursuant to the Development Agreement; and

BE IT FURTHER RESOLVED, by Board that the Authorized Persons be and hereby are authorized to review available options to finance the Purchase Price, including, without limitation, by issuing debt certificates or other tax-exempt debt (subject to further authorization by the Board in the future); and

BE IT FURTHER RESOLVED, to the extent debt certificates or other tax-exempt financing (the "Debt Certificates") is used to finance the Purchase Price and related expenditures, one purpose of this Resolution and all declarations of intent to reimburse the Induced Expenditures is to satisfy the requirements of the Code; and

BE IT FURTHER RESOLVED, the Board reasonably expects to reimburse all or a portion of the Induced Expenditures with the proceeds of the Debt Certificates, if issued by the Board, and the maximum principal amount of the Debt Certificates to be issued for the Project is not to exceed \$8,400,000; and

BE IT FURTHER RESOLVED, that the Authorized Persons be and hereby are authorized to enter into a contract for financial advisory services with Griffin, Kubik, Stephens & Thompson, Inc., to provide financial advisory services in connection with the financing of the Project, at a cost not to exceed 1.5% of the total principal amount of the Debt Certificates (or other financing mechanism utilized by the County), such contract to be in such form as the Authorized Persons determine to be in the best interests of the County;

BE IT FURTHER RESOLVED, that the Authorized Persons be and hereby are authorized to take any and all additional actions and to execute such further documents as necessary to implement this Resolution and called for by the Agreements; and

BE IT FURTHER RESOLVED, that all actions of the officers, agents and employees of the Board that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and adopted.

IN WITNESS WHEREOF, this Resolution has been adopted as of the 11th day of September, 2007.

Andy Goleman
Finance Committee Chairman

George L. Messer
Sam Marshall

[Signature]

STATE OF ILLINOIS)
) SS

County of Sangamon)

I, Joe Aiello, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Sangamon County Board at its September meeting held at 200 S. 9th St, Spfld. on September 11, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County at my office in Springfield in said County this 11th day of September, 2007.

(SEAL)

Joe Aiello
County Clerk

Exhibit A

Form of Development Agreement
(see attached)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

COUNTY OF SANGAMON, ILLINOIS

AND

SPRINGFIELD EAST VENTURE, LLC

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EXHIBITS

Exhibit A	-	Project Site
Exhibit B	-	Schedule
Exhibit C	-	Developer's Key Personnel
Exhibit D	-	Construction Documents
Exhibit E	-	Purchaser's Key Personnel
Exhibit F	-	Form of Substantial Completion Acceptance Agreement
Exhibit G	-	Form of Final Completion Acceptance Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 2007 by and between the County of Sangamon, Illinois (the "Purchaser"), and Springfield East Venture, LLC, an Illinois limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Purchaser wishes to engage the Developer for the performance of those design, engineering, procurement, construction and other services more specifically described in this Agreement and the other Contract Documents (as hereinafter defined);

WHEREAS, the Developer has the ability and desires to perform such services, all in accordance with the terms and provisions of this Agreement and the other Contract Documents; and

WHEREAS, the Purchaser has the authority and has determined that it is in the best interests of the Purchaser to purchase the Project (as hereinafter defined) upon completion.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Defined Terms. For purposes of this Agreement, the terms set forth in the following clauses shall have the meanings ascribed to them:

(a) "Acquisition" means the purchase by the Developer of the real property comprising the Project Site.

(b) "Agreement" means this Development Agreement.

(c) "Architect" shall mean and refer to The Maslauski Partnership.

(d) "Change in Law" shall mean and refer to the enactment, adoption, promulgation, amendment, modification, repeal or change in interpretation by a Governmental Authority after the date of this Agreement of any Law which is applicable to the performance of the Work; it being expressly understood and agreed by the parties hereto that a change in any income tax Law or any Law by which a tax is levied or assessed on the basis of the Developer's income, profits, revenues or gross receipts shall not be a Change in Law.

(e) "Change Order" has the meaning set forth in Section 12.2.1.

(f) "Commencement Date" has the meaning set forth in Section 5.1.

(g) "Construction Change Directive" has the meaning set forth in Section 12.3.1.

(h) "Construction Documents" has the meaning set forth in Section 3.2.1.

(i) "Contract Documents" shall mean and refer to this Agreement, the Construction Documents and any Modifications issued after the execution of this Agreement.

(j) "Day" or "day" shall mean and refer to a calendar day.

(k) "Design Materials" has the meaning set forth in Section 11.1.1.

(l) "Developer" shall mean Springfield East Venture, LLC, an Illinois limited liability company.

(m) "Developer Default" has the meaning set forth in Section 21.1.

(n) "Developer's Representative" has the meaning set forth in Section 3.1.6.

(o) "Dispute" has the meaning set forth in Section 23.1.

(p) "Environmental Law" shall mean and refer to any Law which relates to environmental quality, health, safety, pollution, contamination, cleanup, or the protection of human health, ambient air, waters (including ground waters) or land; including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, as amended, 33 U.S.C. Section 1251 et seq.; and the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651 et seq.; and regulations implementing any of the above-named acts.

(q) "Excusable Event(s)" has the meaning set forth in Section 18.3.

(r) "Final Completion" shall be deemed to have occurred when (i) Substantial Completion has occurred, (ii) all items identified on the Punch List have been completed, (iii) the Purchaser has received all warranties, manuals, schematics, spare parts lists, Construction Documents, testing data, Record Drawings and surveys, and such other items as are required by the Contract Documents, (v) all certifications and approvals required of any Governmental Authorities which relate to the performance of the Work have been obtained by Developer and submitted to the Purchaser and (vi) all other duties and obligations of the Developer under the Contract Documents have been fully performed (except for Developer's warranty obligations).

(s) "Final Completion Acceptance Certificate" shall mean and refer to a certificate substantially in the form attached hereto as Exhibit G.

(t) "Final Completion Date" shall mean and refer to the date on which the Developer has successfully achieved Final Completion.

(u) "Governmental Authority" shall mean and refer to any national, federal, state, county, municipal or local government, agency, authority or court, or any department, board, bureau or instrumentality thereof.

(v) "Guaranteed Final Completion Date" shall mean and refer to [_____, 2008], which date may be adjusted pursuant to the terms and provisions of Article 12 of this Agreement.

(w) "Guaranteed Substantial Completion Date" shall mean and refer to _____, 2008], which date may be adjusted pursuant to the terms and provisions of Article 12 of this Agreement.

(x) "Hazardous Substance" shall mean and refer to (A) any substance which is listed, defined, designated or classified under any Environmental Law as a (i) hazardous material, substance, constituent or waste, (ii) toxic material, substance, constituent or waste, (iii) radioactive material, substance, constituent or waste, (iv) dangerous material, substance, constituent or waste, (v) pollutant, (vi) contaminant, or (vii) special waste; (B) any material, substance, constituent or waste regulated under any Environmental Laws; or (C) petroleum, petroleum products, polychlorinated biphenyls, pesticides, asbestos, asbestos-containing materials, urea formaldehyde or lead-based paint.

(y) "Law" shall mean and refer to any constitution, charter, statute, act, law, ordinance, regulation, code, rule, order, decree, permit, judgment, directive, ruling, decision, guideline, resolution or declaration of any Governmental Authority, or any interpretation or application thereof by any such Governmental Authority.

(z) "Modification" shall mean and refer to (i) a written amendment to this Agreement signed by both parties hereto, or (ii) a Change Order.

(aa) "Professional Standards" shall mean and refer to the implementation and exercise of those practices, methods and standards, and the performance of the Work, in accordance with the degree of judgment and skill that is ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized design professionals, engineering professionals and construction professionals of good standing and who are performing services for projects which are of similar scope, nature and complexity as the Project (including, without limitation, preparation of the Construction Documents in accordance with all applicable Laws).

(bb) "Project" shall mean and refer to the design, engineering, procurement and construction of the Sangamon County Department of Public Health Facility, as more particularly described in the Construction Documents.

(cc) "Project Site" shall mean and refer to the site available to the Developer for the performance of the Work, which site is described on Exhibit A attached hereto.

(dd) "Punch List" shall mean and refer to a comprehensive list prepared upon Substantial Completion of the Project identifying those insubstantial details of construction and mechanical adjustment which require repair, completion, correction or re-execution, the

noncompletion of which does not interfere with the Purchaser's occupancy, use or continuous operation of the Project; which list may be supplemented at any time thereafter by the Purchaser.

(ee) "Purchase and Sale Agreement" shall mean and refer to the Purchase and Sale Agreement to be entered into between the Developer and the Purchaser regarding the purchase of the Project, dated as of ____, 2007.

(ff) "Purchase Price" shall mean \$ _____.

(gg) "Purchaser" shall mean the County of Sangamon, Illinois, a county and unit of local government under the Constitution and laws of the State of Illinois.

(hh) "Purchaser Default" has the meaning set forth in Section 21.2.

(ii) "Purchaser's Representative" has the meaning set forth in Section 4.1.1.

(jj) "Record Drawings" shall mean and refer to a final set of drawings for the entire Project which are prepared upon Final Completion of the Project and which reflect all changes made to the Project during the construction process.

(kk) "Remedial Actions" shall mean any investigation, response, removal, cleanup or other remedial action required by applicable Environmental Laws and/or required to obtain a no further remediation letter from the Illinois Environmental Protection Agency Site Remediation Program.

(ll) "Schedule" shall mean and refer to the critical path method schedule attached hereto as Exhibit C which sets forth the schedule for the performance of the Work by the Developer.

(mm) "Senior Officers" shall mean and refer to the chief executive officer, president, managing member of a limited liability company or any executive vice president of the parties hereto.

(nn) "Subcontractor" shall mean and refer to any person or entity who has a direct contract, agreement or other arrangement with the Developer to perform a portion of the Work or to supply materials, equipment or other items in relation to the Work, including, without limitation, the Architect.

(oo) "Substantial Completion" shall be deemed to have occurred when (i) the Project has been designed, engineered and constructed in accordance with the Contract Documents such that it is ready for occupancy, utilization and continuous commercial operation for the uses and purposes intended (excluding Punch List items only), (ii) the Project is mechanically, electrically and operationally sound and free from detectable and patent defects and deficiencies and (iii) all required final certificates of occupancy have been obtained from the appropriate Governmental Authorities.

(pp) "Substantial Completion Acceptance Certificate" shall mean and refer to a certificate substantially in the form attached hereto as Exhibit F.

(qq) "Substantial Completion Date" shall mean and refer to the date on which the Developer has successfully achieved Substantial Completion.

(rr) "Sub-subcontractor" shall mean and refer to any person or entity who performs a portion of the Work or supplies materials, equipment or other items in relation to the Work, other than the Developer or a Subcontractor.

(ss) "Unforeseen Conditions" shall mean and refer to conditions at the Project Site that are concealed physical conditions (i) which differ materially from those indicated in the Contract Documents (and any reports or other documents prepared by, on behalf of or presented to the Developer on or before the date of this Agreement in related to the Project Site) and (ii) which differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.

(tt) "Work" shall mean and refer to the Acquisition and all design, engineering, procurement, construction and other services and items, including any Remedial Actions, which are necessary or appropriate to execute and complete the Project in accordance with the Contract Documents, and shall include, without limitation, all such services and items which are specifically required by the Contract Documents (including, without limitation, those services and items set forth in Section 3.1.3).

ARTICLE 2

GENERAL PROVISIONS

2.1 Intent of Contract Documents. The intent of the Contract Documents is to include all items and services necessary for the proper execution and completion of the Work by the Developer, including, without limitation, all such items and services which are consistent with, contemplated by, or reasonably inferable from the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

2.2 Priority of Contract Documents. In the event of a conflict or inconsistency among the Contract Documents, the following order of precedence shall govern the interpretation of such documents:

- (i) Modifications to this Agreement (excluding the Construction Documents);
- (ii) This Agreement (excluding the Construction Documents);
- (iii) Modifications to the Construction Documents approved by the Purchaser;

and

- (iv) The Construction Documents.

In the event of an ambiguity or inconsistency within any one of the enumerated Contract Documents as to quantity or quality, the greater quantity and the better quality shall govern;

except, however, computed or figured dimensions shall take precedence over scale dimensions, and large scale drawings shall take precedence over small scale drawings.

2.3 Independent Contractor. In performing its duties and obligations under this Agreement, the Developer shall, at all times, act in the capacity of an independent contractor, and shall not in any respect be deemed (or act as) an agent of the Purchaser for any purpose or reason whatsoever.

ARTICLE 3

DEVELOPER'S SERVICES

3.1 General Requirements.

3.1.1 Testing and Acquisition of Project Site.

(a)[Add any provisions needed as a result of findings of Phase I report, including Phase II report if warranted. Phase I reports are expected the week of August 27, 2007.]

(b)The Developer shall be responsible for completing the Acquisition at its sole cost and expense, and it shall do so no later than [October 15, 2007]. If the Developer does not complete the Acquisition by such date, the Purchaser may terminate this Agreement immediately upon written notice to Purchaser and shall have no further responsibilities, duties or obligations hereunder, including, without limitation, any obligation to pay any or all of the Purchase Price.

3.1.2 Payment and Performance Bonds. The Developer shall, upon execution of this Agreement, furnish and deliver to the Purchaser a payment bond and a performance bond covering the faithful performance and completion of this Agreement and the payment of all obligations arising hereunder. Such bonds shall be issued by a surety licensed and authorized to do business in Illinois. The surety shall also be listed on the latest "United States Department of the Treasury Federal Register of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds" and shall have a rating of A(X) or better by A.M. Best Company. Such bonds shall be issued in amounts equal to the Purchase Price, shall be written on a form acceptable to the Purchaser, shall be issued by a surety satisfactory to the Purchaser, and shall name the Purchaser as obligee. If the Developer fails to furnish such bonds, the Purchaser may purchase such bonds on behalf of the Developer and the Developer shall pay the cost thereof to the Purchaser upon demand.

3.1.3 Performance of the Work. The Developer hereby covenants and agrees that it shall duly and properly perform and complete the Work in accordance with the Contract Documents and all applicable Laws. The Developer further covenants and agrees that it shall provide and pay for all items or services necessary for the proper execution and completion of the Work and the Project, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work, including, but not limited to, all design, engineering, procurement, installation and construction services, all administration, management, training and coordination services, all labor, materials, furnishings, equipment, supplies, insurance, bonds,

permits, licenses, tests, inspections, tools, machinery, water, heat, utilities and transportation, and all other items, facilities and services.

3.1.4 Professional Standards. The Developer's services, including, without limitation, its design and engineering services, shall be performed in accordance with the Professional Standards.

3.1.5 Licensing and Other Qualifications. The Developer covenants and agrees that all individuals and entities who will perform or be in charge of professional architectural and design and engineering services for the Project shall have experience with the type of project being undertaken and shall be duly licensed to practice under the Laws of the jurisdictions in which the Project is located. Similarly, all construction services shall be undertaken and performed by qualified and licensed construction contractors, vendors and suppliers.

3.1.6 Developer's Key Personnel. Attached hereto as Exhibit C is a list of the Developer's key personnel who will be responsible for supervising the performance of the Developer's services hereunder. Among such individuals, there shall be appointed a principal representative of the Developer (the "Developer's Representative"), who shall be the Developer's authorized representative, and who shall receive and initiate all communications from and with the Purchaser and be authorized to render binding decisions related to the Project. If any of the Developer's key personnel are removed from the Project, any replacement personnel shall be subject to the prior written approval of the Purchaser, which approval shall not be unreasonably withheld.

3.1.7 Local Conditions. The Developer represents and warrants that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Project, the Project Site and/or the performance of the Work, including but not limited to (1) conditions bearing upon transportation, disposal, handling and storage of materials and equipment; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides or similar conditions at the Project Site; and (4) the character of equipment and facilities needed preliminary to and during the performance of the Work. Any failure the Developer to take the actions described and acknowledged in this Section shall not relieve the Developer from its responsibility for successfully performing the Work within the Purchase Price and by the Guaranteed Substantial Completion Date.

3.1.8 Site Conditions.

(a) The Developer agrees that it has satisfied itself as to what the Developer anticipates will be the character, quality and quantity of soil, surface and subsurface materials or obstacles that may be encountered by the Developer at the Project Site, and that the entire cost risk of such matters (as well as any concealed, latent or unknown conditions) shall be borne by the Developer as part of the Purchase Price and that the Developer shall not be entitled to an extension in the Guaranteed Substantial Completion Date as a result of the same. Without limiting the generality of the foregoing, but rather in confirmation and furtherance thereof, the Developer agrees that it shall have no claim for any increase in the Purchase Price, or any extension in the Guaranteed Substantial Completion Date, in the event that soil, surface or

subsurface conditions which differ from what had been anticipated by the Developer, or concealed, unknown or latent conditions, are encountered or discovered at the Project Site in the performance of the Work (even if such conditions are materially different from what the Developer had anticipated and/or such conditions could not reasonably have been foreseen by the Developer).

(b) Notwithstanding anything to the contrary contained in the preceding Section 3.1.8(a), if the Developer encounters conditions at the Project Site which are concealed physical conditions that the Developer reasonably believes are Unforeseen Conditions, then notice by the Developer as to the same shall be given to the Purchaser. If the Purchaser and the Developer thereafter mutually determine that such concealed physical conditions are in fact Unforeseen Conditions, then the Developer will be entitled to seek an equitable adjustment in the Guaranteed Substantial Completion Date, as provided in Article 18.

3.1.9 Taxes. The Developer shall pay all existing and future sales, consumer, use, excise, value added, transfer and other taxes, duties and tariffs (whether direct or indirect) relating to, or incurred in connection with, the Acquisition and the performance of the rest of the Work, including, without limitation, all duties, tariffs and taxes (whether foreign or otherwise) related to the import or export of machinery, equipment, materials and supplies utilized in the performance of the Work.

3.1.10 Legal Requirements. The Developer shall comply, and shall cause the Subcontractors and Sub-subcontractors to comply, with all existing and future Laws, permits, licenses, certifications and approvals which are applicable to the Acquisition, the rest of the Work, the Project and/or the Project Site and shall give all notices pertaining thereto.

3.1.11 Permits and Licenses. The Developer shall secure and pay for any and all permits, licenses, certifications, authorizations, inspections, approvals and governmental fees necessary for the Acquisition and the proper execution and completion of the rest of the Work, including, without limitation, building permits and certificates of occupancy.

3.1.12 Periodic Reports & Meetings. (a) On or before the expiration of each calendar month throughout the duration of this Agreement, the Developer shall prepare and submit to the Purchaser a status report, which report shall be prepared in a manner and format satisfactory to the Purchaser and shall include, but shall not be limited to, (i) a detailed description of the progress of the Project, including information illustrating the progress which has been made, (ii) a statement of any significant Project issues which remain unresolved, and a litany of the Developer's observations and suggested recommendations or resolutions as to the same, (iii) an updated report as to the Developer's adherence to the Purchase Price and the Schedule, and specifically addressing whether the Project is on schedule or behind schedule, on budget or over budget, and actions being taken to correct schedule delays and budget overruns and (iv) a summary of any significant Project events which are scheduled to occur during the following thirty (30) days.

(b) Throughout the duration of this Agreement, the Developer shall schedule and conduct weekly meetings between the Developer, the Architect, the Purchaser and any other parties designated by the Purchaser for the purpose of discussing the status of the Project. The

Developer shall prepare an agenda for each such meeting, and shall (immediately after any such meeting) compile and distribute minutes to all participants.

3.1.13 Patents and Other Proprietary Rights. The Developer shall pay all royalties and other fees for any patents, trademarks, copyrights or other proprietary rights necessary for the execution and completion of the Work. The Developer shall indemnify, defend and hold harmless the Purchaser from and against any and all losses, damages or expenses, including, without limitation, court costs and reasonable attorneys' fees, arising or resulting from any claim or legal action that any materials, supplies, equipment, processes or other portions of the Work furnished by the Developer under this Agreement, or the use thereof, constitutes an infringement and/or violation of any patent, trademark, copyright, trade secret, intellectual property right or other proprietary right. If any such item is held to constitute an infringement, and the use of such item is enjoined, the Developer shall, at its own expense, either procure the right to use the infringing item, or replace the same with a substantially equal but non-infringing item, or modify the same to be non-infringing, provided that any substitute or modified item shall meet all the requirements and be subject to all the provisions of this Agreement. The terms and provisions of this Section shall survive the termination or expiration of this Agreement.

3.1.14 Supervision. The Developer shall cause the Project and the Work to be supervised, coordinated and directed, using the Developer's commercially reasonable skill, judgment and attention.

3.1.15 Cooperation. The Developer and the Purchaser shall cooperate with and assist the other and the other's advisors, consultants, attorneys, employees, agents and representatives, at all times during the term of this Agreement as reasonably necessary so as to complete the Project in accordance with the requirements of the Contract Documents.

3.2 Design and Engineering Work.

3.2.1 Construction Documents. The Developer has prepared, and the Purchaser has reviewed and approved, complete Construction Documents, which are attached hereto as Exhibit D. The Developer shall perform the Work and complete the Project in accordance with the Construction Documents and all requirements of this Agreement. The Developer may not modify, alter or change any part or portion of the Construction Documents without the Purchaser's prior written approval, unless such change is due to the requirements of the City of Springfield, Department of Building and Zoning or other government regulations (in which case, the Developer shall give prompt written notice of such changes to Purchaser).

3.2.2 Compliance with Laws. The Developer represents and warrants that the Construction Documents are accurate and free from any errors or omissions, and are in compliance with and accurately reflect all applicable Laws. The Developer shall, at no expense to the Purchaser, promptly modify any Construction Documents which are not in accordance with such legal requirements or are inaccurate or contain errors or omissions.

3.2.3 Design Services. The Architect shall perform all professional architectural, engineering and design services required under this Agreement, and shall not be replaced without the express written consent of the Purchaser. The Developer covenants and agrees that all

design, engineering architectural and other professional services necessary to properly complete the Work shall be the sole responsibility of the Developer (including, without limitation, any design, architectural and other professional services rendered by the Architect or its consultants).

3.3 Procurement and Construction Work.

3.3.1 Control. The Developer shall be solely responsible for and shall have control over all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

3.3.2 Materials, Equipment and Manufacturer's Requirements. The Developer shall deliver, handle, store (whether on-site or off-site) and install all materials and equipment in strict accordance with the manufacturer's instructions or recommendations. All such materials and equipment shall also be properly insured by the Developer.

3.3.3 Access by Others. The Developer shall provide the Purchaser and its employees, agents, representatives and designees access to the Work at all times so that they may witness, review and/or inspect the Work. No inspection or review of, or failure to inspect or review, the Work by any individual or entity referenced in this Section shall relieve the Developer of its obligation to properly execute and complete the Work.

3.3.4 Cutting & Patching. The Developer shall be responsible for all cutting, fitting and patching which is required to complete the Work or to make its parts fit together properly. It is the intent of the Contract Documents that all areas requiring cutting, fitting and patching shall be restored to a completely finished condition.

3.3.5 Cleaning Up. Prior to Final Completion, the Developer shall remove from the Project Site all tools, equipment, machinery, surplus materials, waste materials and rubbish, and shall clean all glass (inside and out), remove all paint spots and other smears, stains or scuff marks, clean all plumbing and lighting fixtures, wash all concrete, tile and finished floors, and otherwise leave the Project in a neat and clean condition. The Developer shall dispose of all waste in accordance with applicable Laws. If the Developer fails to clean the Project and Project Site as provided herein, the Purchaser may do so and the cost thereof shall be charged to the Developer.

3.3.6 Records. The Developer shall maintain in good order at the Project Site at least one record copy of the Construction Documents, drawings, specifications, product data, samples, shop drawings and Modifications, marked currently to record changes made during construction. These documents shall be available at all times to the Purchaser and its representatives for their review and/or inspection. Prior to Final Completion, all of the preceding items which are applicable to the completed portion of the Work shall be delivered to the Purchaser, as well as a set of reproducible Record Drawings for the entire Project (in "mylar" hard copy and on computer disk using the most current version of Autocad format). The Developer shall also provide to the Purchaser, prior to Final Completion, all records, documents and surveys required under the Purchase and Sale Agreement.

3.3.7 Submittals. The Developer shall review, approve and submit to the Purchaser, in accordance with a schedule and sequence approved by the Purchaser, shop drawings, product

data, samples and similar submittals required by the Contract Documents. Submittals made by the Developer which are not required by the Contract Documents may be returned without action. The Developer shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Purchaser. Such Work shall be in accordance with approved submittals. By reviewing, approving and submitting shop drawings, product data, samples and similar submittals, the Developer represents that the Developer has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Developer shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Purchaser's approval of shop drawings, product data, samples or similar submittals unless the Developer has specifically informed the Purchaser in writing of such deviation at the time of submittal and the Purchaser has given written approval to the specific deviation. The Developer shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Purchaser's approval thereof.

3.3.8 Developer's Responsibility for Proper Layout. The Developer shall be strictly responsible for the proper layout, location, performance, and accuracy of the lines and levels required for the proper performance of the Work and for any loss or damage to the Purchaser resulting from the Developer's failure to properly perform the same.

ARTICLE 4

PURCHASER

4.1 Rights, Duties & Obligations.

4.1.1 Key Personnel. The Purchaser shall designate, from time to time, one or more individuals who will act on behalf of the Purchaser in connection with the Project, together with the scope of their authority. Such designations as of the date of this Agreement are as set forth in Exhibit E attached hereto. Among such designees, there shall be appointed a principal representative of the Purchaser (the "Purchaser's Representative"), who shall be the Purchaser's authorized representative, and who shall receive and initiate all communications from and with the Developer and be authorized to render binding decisions related to the Project.

4.1.2 Purchaser Approvals. The Developer acknowledges and agrees that any review, approval, comment, direction, recommendation or evaluation by the Purchaser of any Construction Documents, plans, drawings, specifications or other documents prepared by or on behalf of the Developer shall be solely for the Purchaser's determining for the Purchaser's own satisfaction the suitability of the Project for the purposes intended therefor by the Purchaser, and may not be relied upon by the Developer, Subcontractors, Sub-subcontractors or any other third party as a substantive review thereof. In no event shall any review, approval, comment, direction, recommendation or evaluation by the Purchaser, or the Purchaser's attendance at any design or related meetings, relieve the Developer of any liability or responsibility under this Agreement.

4.1.3 Cooperation with Developer. Whenever the Purchaser's cooperation is required by the Developer in order to carry out the Developer's obligations hereunder, the Purchaser agrees that it shall act in good faith in so cooperating with the Developer.

4.1.4 Construction Means & Methods. The Purchaser shall have no control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, in connection with the Work, all of which are the sole responsibility of the Developer.

4.1.5 Right to Apply Monies. The Purchaser shall have the right to deduct from any funds or monies due or to become due to the Developer, including without limitation, the Purchase Price, any amounts due to the Purchaser from the Developer as a result of any losses, expenses, damages, obligations or liabilities for which the Developer is responsible pursuant to the terms and provisions of the Contract Documents.

4.1.6 Inspection of Work. (a) The Purchaser and its employees, agents, representatives and designees shall be granted access to the Work at all reasonable times so as to enable such parties to witness and inspect the Work, so long as such access does not reasonably interfere with the progress of the Work.

(b) No inspection or review of, or failure to inspect or review, the Work by any individual or entity referenced in the preceding Section 4.1.6(a) shall relieve the Developer of its obligation to properly execute and complete the Work.

4.1.7 Rejection of Work. The Purchaser shall have the right and the authority to reject Work which is defective or deficient, or which otherwise does not conform to the Contract Documents.

4.1.8 Purchaser's Rights Not Limited. The rights and remedies provided in this Agreement shall be in addition to, and not in limitation of, any other rights or remedies otherwise available to the Purchaser under the Contract Documents or at law and/or in equity.

ARTICLE 5

PROJECT SCHEDULE

5.1 Commencement. The Commencement Date is _____, 2007.

5.2 Substantial Completion. The Developer shall commence the Work upon the Commencement Date and shall successfully achieve Substantial Completion on or before the Guaranteed Substantial Completion Date, as the same may be adjusted as provided in Article 18 of this Agreement.

5.3 Final Completion. The Developer shall successfully achieve Final Completion on or before the Guaranteed Final Completion Date, as the same may be adjusted as provided in Article 18 of this Agreement.

5.4 Schedule Update. Without altering, revising or otherwise changing the Guaranteed Substantial Completion Date, the Developer shall, on a monthly basis, submit an updated Schedule to the Purchaser for its review and comment. The Developer agrees to be bound by the Schedule as attached hereto as Exhibit B and to perform all Work in strict compliance with the Schedule, unless and until a modification to the Schedule is approved by the Purchaser in accordance with this Agreement.

5.5 Conformity with Schedule. The Developer shall prosecute the Work, and shall cause its Subcontractors and Sub-subcontractors to prosecute the Work, so that the portion of the Work completed at any point in time shall be not less than as is required by the Schedule (as the same may be adjusted as provided in Article 18 of this Agreement).

ARTICLE 6

DEVELOPER'S COMPENSATION

6.1 Purchase Price. The Purchaser shall pay the Developer for the due, proper and complete performance of the Work as required hereunder, and for the due performance of all other duties imposed upon the Developer pursuant to the Contract Documents the Purchase Price. The Purchase Price shall be paid pursuant to and in accordance with the Purchase and Sale Agreement. The Developer hereby covenants, warrants and guarantees that, under no circumstances, shall the Purchaser be responsible to the Developer for any costs in excess of the Purchase Price, as the same may be adjusted as provided herein, regardless of whether the Developer's actual costs and expenses of the Acquisition and performing the Work exceed the Purchase Price. Costs and expenses that exceed the Purchase Price will be paid by the Developer without reimbursement by the Purchaser.

6.2 Payment Schedule. The Purchase Price shall be paid in accordance with the Purchase and Sale Agreement.

6.3 Payment Not Required. In the event that the Developer does not achieve Substantial Completion or Final Completion, as the case may be, to the satisfaction of the Purchaser, acting reasonably, the Purchaser shall have no obligation or liability whatsoever to pay the Purchase Price to the Developer or execute the Purchase and Sale Agreement, and the Developer shall have no claim to the Purchase Price (other than such portion of the Purchase Price that may have become due under this Agreement) or for the reimbursement of the Developer's costs and expenses related to the Acquisition, the Work or the Project.

6.4 Records. The Developer shall keep and maintain, in accordance with Generally Accepted Accounting Principles, complete and accurate records (including supporting data and documents) of all costs and expenses of the Acquisition and the Work. The Developer shall retain such records for the duration of this Agreement and for a period of three years after final payment hereunder, and shall make all such records available to the Purchaser and its representatives at mutually convenient times.

ARTICLE 7

PROCEDURE FOR PAYMENTS

7.1 Documents Required for Payment. The Developer shall submit all required documents in conjunction with payment as set forth in the Purchase and Sale Agreement.

ARTICLE 8

SUBSTANTIAL COMPLETION

8.1 Establishing Substantial Completion. When the Developer believes that it has achieved Substantial Completion, the Developer shall so notify the Purchaser in writing (which notice shall be accompanied by the Developer's proposed Punch List). Immediately thereafter, the Purchaser and its designated consultants shall conduct those investigations and inspections as it deems necessary or appropriate to determine if Substantial Completion has in fact been achieved. Within twenty (20) days after the receipt of the Developer's notice by the Purchaser, the Purchaser shall either (i) notify the Developer that Substantial Completion has been achieved, or (ii) notify the Developer that Substantial Completion has not been achieved and state the reasons therefor. In the event the Purchaser provides written notice that Substantial Completion has been achieved, the Developer, the Architect and the Purchaser shall collectively prepare an updated Punch List and shall execute a Substantial Completion Acceptance Certificate, establishing and identifying the Substantial Completion Date and responsibilities for security, maintenance, utilities, insurance and similar matters. In the event the Purchaser provides written notice that Substantial Completion has not been achieved, the Developer shall, at its sole cost and expense, immediately correct and/or remedy the defects, deficiencies and other conditions which so prevent Substantial Completion. Upon completion of such corrective and/or remedial actions, the Developer shall resubmit its notice stating that it believes Substantial Completion has been achieved and the foregoing procedures shall be repeated until Substantial Completion has in fact been achieved.

8.2 Possession. Upon the Substantial Completion Date, the Purchaser shall take possession of, and shall assume care, custody and control over, the Project.

ARTICLE 9

FINAL COMPLETION

9.1 Establishing Final Completion. When the Developer believes that it has achieved Final Completion, the Developer shall so notify the Purchaser. Immediately thereafter, the Purchaser and its designated consultants shall conduct those investigations and inspections as it deems necessary or appropriate to determine if Final Completion has in fact been achieved. Within twenty (20) days after the receipt of the Developer's notice by the Purchaser, the Purchaser shall either (i) notify the Developer that Final Completion has been achieved, or (ii) notify the Developer that Final Completion has not been achieved and state the reasons therefor. In the event the Purchaser provides written notice that Final Completion has been achieved, the Developer and the Purchaser shall execute a Final Completion Acceptance Certificate

establishing and identifying the Final Completion Date. In the event the Purchaser provides written notice that Final Completion has not been achieved, the Developer shall, at its sole cost and expense, immediately correct and/or remedy the defects, deficiencies and other conditions which so prevent Final Completion. Upon completion of such corrective and/or remedial actions, the Developer shall resubmit its notice stating that it believes Final Completion has been achieved and the foregoing procedures shall be repeated until Final Completion has in fact been achieved.

ARTICLE 10

SUBCONTRACTORS

10.1 Subcontractor Information. Prior to any Work being commenced by any Subcontractor or Sub-subcontractor, the Developer shall provide written notice to the Purchaser of the identities of such Subcontractors and Sub-subcontractors and the nature of the Work to be completed by such Subcontractor or Sub-subcontractor.

ARTICLE 11

OWNERSHIP & USE OF DOCUMENTS

11.1 Ownership.

11.1.1 The Construction Documents and any other drawings, specifications, designs, plans and other documents, prepared by or on behalf of the Purchaser or the Developer and/or the Architect (the "Design Materials"), and all intellectual property rights in and to the Design Materials shall become the property of the Purchaser upon the Purchaser's payment of the Purchase Price. Neither the Developer nor any other party shall own or claim a copyright or other proprietary right in the Design Materials, and the Purchaser shall be deemed the author of the Design Materials and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of the Design Materials shall be returned or suitably accounted for to the Purchaser upon completion of the Project. The Design Materials and copies thereof are for use solely with respect to this Project. They are not to be used by the Developer, the Architect or any other party on other projects or for any other purpose without the prior written consent of the Purchaser. The Developer is granted a limited license to use and reproduce applicable portions of the Design Materials appropriate to and for use in the performance of the Developer's services under this Agreement. Submittal or distribution of the Design Materials to meet official regulatory requirements in connection with this Project is not to be construed as publication in derogation of the Purchaser's copyright or other reserved rights.

11.1.2 Title to the Design Materials shall be and remain the property of the Purchaser, free and clear of liens, encumbrances or rights of third parties, including without limitation any rights of Architect. The Developer agrees that the Purchaser may use the Design Materials in connection with the design or construction of any facility other than the Work or in connection with the design or construction of any extensions to the Work without the consent of the Developer and without additional compensation to the Developer. The Purchaser agrees to

indemnify and hold harmless the Developer for any costs or expenses incurred by the Developer by reason of any misuse or incorrect use by the Purchaser of any Design Materials.

11.2 Confidentiality. The Developer and the Purchaser agree to keep confidential, and shall not disclose to any person or entity, (A) the Contract Documents, or (B) any documentation or information it receives from the other party (i) which is marked as “proprietary” or “confidential”, (ii) which is supplied orally with a contemporaneous confidential designation, or (iii) which is known by the receiving party to be confidential or proprietary information or documentation of the other. The Developer or the Purchaser shall have no obligation with respect to any such documentation or information which (i) is or becomes publicly known through no act of the receiving party (ii) is approved for release by written authorization of the party providing such information, or (iii) is required to be disclosed by the receiving party pursuant to a legal process. The Developer shall grant access to any such confidential documentation and information of Purchaser only to its Subcontractors, employees and authorized agents, who shall be bound by the terms and provisions of this Section. Nothing in this Agreement shall bar the right of the Developer or the Purchaser to seek and obtain from any court injunctive relief against conduct or threatened conduct which violates this Section.

ARTICLE 12

CHANGES IN THE WORK

12.1 Changes in the Work.

12.1.1 Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by Change Order or Construction Change Directive, subject to the limitations stated in this Article 12 and elsewhere in the Contract Documents.

12.1.2 A Change Order shall be based upon agreement between the Purchaser and the Developer; a Construction Change Directive may be issued by the Purchaser alone and may or may not be agreed to by the Developer.

12.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Developer shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive.

12.2 Change Orders.

12.2.1 A “Change Order” is a written instrument signed by the Purchaser and the Developer, stating their agreement upon all of the following:

- (1) a change in the Work;
- (2) the amount of the adjustment in the Purchase Price, if any; and
- (3) the extent of the adjustment in the Guaranteed Substantial Completion Date, if any.

causes the costs and expenses of the Work to exceed the Purchase Price. Any fee charged by any level or tier of subcontractor for its overhead and profit shall be as follows: ten percent (10%) of the "actual cost" incurred by the subcontractor for additional Work which is performed by the subcontractor's own forces, and ten percent (10%) of the "actual cost" incurred by the subcontractor for additional Work which is performed by the subcontractor's sub-subcontractor.

- (2) If the "actual cost" in performing the Work is decreased by any such change, the Purchase Price shall be decreased (without duplication) so as to reflect the "actual cost" which would have been incurred by the Developer (or by any tier or level of subcontractor) in the absence of such change, plus percentage fees calculated as described in clause (1) above.

In the event the Purchase Price is revised pursuant to this Section, the Developer shall keep and present, in such form as the Purchaser may prescribe, an itemized accounting of the "actual cost" together with appropriate supporting data. For the purposes of this Section 12.3.6, "actual cost" shall be defined and limited to the cost of the following:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
- (2) costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- (3) reasonable rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Developer or others;
- (4) costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- (5) As to the Developer, payments made to Subcontractors for Work performed or furnished by Subcontractors; and as to Subcontractors, payments made to Sub-subcontractors for Work performed or furnished by Sub-subcontractors.

"Actual cost" shall not be deemed to include any item which could be considered overhead.

12.3.7 If the Purchaser and the Developer do not agree with the adjustment in the Guaranteed Substantial Completion Date or the method of determining it, the method or adjustment shall be determined in accordance with Article 23.

12.3.8 When the adjustments in the Purchase Price and Guaranteed Substantial Completion Date are determined as provided in this Section 12.3, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

12.4 Purchase Price & Schedule. Notwithstanding anything to the contrary contained in this Agreement, the Purchase Price and the Guaranteed Substantial Completion Date may only be adjusted by Change Order.

ARTICLE 13

CORRECTION OF WORK

13.1 Correction of Work. Prior to the Final Completion Date, the Developer shall, at the earliest practical opportunity, correct Work (including any drawings, plans, specifications, items of construction or fabrication, or any other product constituting a part or component of the Work) (i) which the Purchaser rejects as defective or failing to conform to the Contract Documents (whether arising from a design or construction defect, error, omission or deficiency), or (ii) which is otherwise known by the Developer or any Subcontractor or Sub-subcontractor to be defective or failing to conform to the Contract Documents. If other portions of the Work are adversely affected by or are damaged by such defective Work, the Developer shall, at its sole cost and expense and at the earliest practical opportunity, correct, repair or replace such affected or damaged Work, as well as any other property damaged by such defective or nonconforming Work. The Developer shall bear all costs of correcting such defective or nonconforming Work, including additional testing and inspections and compensation for any design or engineering services and expenses made necessary thereby.

ARTICLE 14

INSURANCE

14.1 Developer's Insurance. The Developer shall procure, at its sole cost and expense, the insurance coverages set forth below, and shall maintain such coverages in full force and effect as specified in this Section 14.1.1. The Developer shall include the Purchaser and such other parties as the Purchaser may designate as additional insureds to the insurance policies described below (excluding the Professional Liability and Workers' Compensation Policies). The insurance coverage afforded under the policies described herein shall be primary and non-contributing with respect to any insurance carried independently by the additional insureds. All such insurance policies shall indicate that as respects the insureds (whether named or otherwise), cross-liability and severability of interests shall exist for all coverages provided thereunder. All policies of insurance required under this Section 14.1.1 shall be written on an "occurrence" basis, except the Professional Liability Insurance, which shall be written on a "claims made" basis. The insurance specified below shall be placed with insurance companies reasonably acceptable to the Purchaser, and shall incorporate a provision requiring the giving of notice to the additional insureds at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. The Developer shall promptly furnish the Purchaser with certificates of insurance evidencing the coverages hereunder, and shall not commence any services under this Agreement until such insurance is obtained.

(i) Professional Liability Insurance. A Professional Liability Insurance Policy in form and substance reasonably acceptable to the Purchaser and including, without limitation, a waiver of subrogation endorsement in favor of the additional

insureds. The Professional Liability Insurance Policy must be written with a limit of liability of not less than [\$2,000,000] for each claim, and not less than [\$3,000,000] in the aggregate, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder as an architect. Such insurance shall cover work and services performed by the Developer's Architect and any other architects, engineers and structural, mechanical, electrical, plumbing or other consultants, and shall include contractual liability coverage in support of the Developer's indemnification agreements in favor of the additional insureds. All coverages provided in said policy shall be retroactive to the earlier of the date of this Agreement or the commencement of the services in relation to the Project (including, without limitation, those performed by the Developer's Architect). The Professional Liability Insurance Policy must be maintained for a period of not less than three (3) years following the date of final payment to the Developer for all services provided under this Agreement.

(ii) Commercial General Liability Insurance. A broad form Commercial General Liability Insurance Policy in form and substance reasonably acceptable to the Purchaser and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds, and appropriate endorsements adding the following coverages: Premises and Operations Liability; Explosion, Collapse and Underground Damage Liability; Personal Injury Liability (with employee and contractual exclusions deleted); Broad Form Property Damage Liability; Broad Form Contractual Liability supporting the Developer's indemnification agreements in favor of the additional insureds; Completed Operations and Products Liability for a period of not less than three (3) years following the date of final payment for all services provided under this Agreement; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than [\$5,000,000] for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than [\$5,000,000] for bodily injury and/or property damage, and an annual aggregate of liability of not less than [\$5,000,000] for Completed Operations and Products Liability.

(iii) Comprehensive Automobile Liability Insurance. A Comprehensive Automobile Insurance Policy in form and substance reasonably acceptable to the Purchaser and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds. The Comprehensive Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented, leased and non-owned automobiles, and must be written with a combined single limit of liability of not less than [\$1,000,000] for each occurrence of bodily injury and/or property damage.

(iv) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the Purchaser and in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) [\$1,000,000] for bodily injury by accident, each accident, (ii) [\$1,000,000] for bodily injury by disease, each employee, and (iii) [\$1,000,000] aggregate liability for disease. The Workers' Compensation and Employer's Liability Insurance Policies must each include a waiver of subrogation endorsement in favor of the additional insureds.

(v) Builder's Risk Property Insurance. A Builder's Risk Property Insurance Policy in form and substance reasonably acceptable to the Purchaser and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds. The Builder's Risk Property Insurance Policy must be written on a completed value, [full replacement cost], all risk form and shall contain a deductible which does not exceed [\$25,000]. The Builder's Risk Property Insurance Policy must cover all materials, equipment and other portions of the Work stored off-site or in transit. The Builder's Risk Property Insurance Policy must include the interests of the Purchaser, the Purchaser's affiliates, the Developer, Subcontractors and Sub-subcontractors in the Work.

Except as otherwise expressly provided herein, all insurance policies required by the terms of this Section 14.1.1 shall be kept in full force and effect until the date of final payment to the Developer for the services designated hereunder.

14.2 Property of Others. The Developer bears all risk and responsibility for any loss or damage to tools, equipment or other property of any kind owned, rented or leased by the Developer, Subcontractors, Sub-subcontractors, or their respective employees, consultants or agents.

14.3 Waiver of Claims. The Purchaser and the Developer waive all claims against each other for loss or damage to any of their respective property which is insured under valid and collectible insurance policies, but only to the extent of the actual recovery of property insurance proceeds. Notwithstanding the foregoing, the preceding waiver shall not be operative in any case where the effect of such waiver is to invalidate property insurance coverage or the right of the insured to recover thereunder.

14.4 Risk of Loss. Regardless of the passage of title, risk of loss and damage to the Work shall remain with the Developer until the Substantial Completion Date; provided, however, to the extent the Purchaser recovers any insurance proceeds from the builder's risk insurance carrier as a result of any such loss or damage, the same shall be applied against said loss or damage. Notwithstanding the transfer of risk of loss to the Purchaser on the Substantial Completion Date, the Developer shall nevertheless remain liable for any loss or damage to the Project which is caused in whole or in part by the Developer, a Subcontractor, a Sub-subcontractor, or any other individual or entity for whom the Developer is responsible.

ARTICLE 15

PROTECTION OF PERSONS AND PROPERTY

15.1 Safety.

15.1.1 Safety Programs. The Developer shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the performance of this Agreement, including, without limitation, appropriate precautions and programs for areas in and around the Project Site.

15.1.2 Applicable Laws. The Developer shall give notices and comply with all applicable Laws bearing on the safety of persons or property or their protection from damage, injury or loss, including, without limitation, the Federal Occupational Safety and Health Act.

15.2 Emergencies. In an emergency affecting safety of persons or property, the Developer shall act, at the Developer's discretion, to prevent threatened damages, injury or loss.

15.3 Security. The Developer shall take all precautions and measures as may be reasonably necessary to secure the Project Site at all hours, including evenings, holidays and non-work hours. Such precautions may include the provision of security guards.

ARTICLE 16

TESTS AND INSPECTIONS

16.1 Required Testing and Inspections. The Developer shall perform and/or obtain all tests and inspections necessary for the proper execution and completion of the Work, including, without limitation, all tests and inspections required by any applicable Laws. The Developer shall provide the Purchaser with prior written notice of any such tests or inspections so that the Purchaser may witness the same.

16.2 Failure to Comply with Contract Documents. If any tests or inspections reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Developer shall bear all costs and expenses made necessary by such failure, including those of repeated procedures.

ARTICLE 17

WARRANTY

17.1 Warranty. The Developer warrants to the Purchaser that all design, architectural, engineering and other professional services will be performed in accordance with generally accepted professional standards for each such profession, that all other services provided under this Agreement will be performed in a good and workmanlike manner (including, without limitation, the construction work, which shall also be performed in accordance with sound construction practices), that all materials, supplies and equipment furnished under this Agreement will be of good quality and new, that the Work (including, without limitation, each item of equipment incorporated therein) will be of good and workmanlike quality and free from faults, defects and deficiencies, and that the Work will conform with the requirements of the Contract Documents. The Developer's warranty excludes remedy for damage or defect caused by improper operation or maintenance, or normal wear and tear under normal usage. The warranties set forth in this Section 17.1 shall survive the termination or expiration of this Agreement, and shall remain in full force and effect for a period of one (1) year after the Substantial Completion Date. Any portion of the Work which has been repaired, replaced or otherwise corrected during the preceding warranty period shall be warranted by the Developer for the period equal to the greater of the following: (i) six (6) months from the date of the completion of such repair, replacement or correction or (ii) the remaining duration of the original

one-year warranty period. The Developer makes no other representations, guarantees or warranties, express or implied, other than as expressly set forth herein. ALL IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

17.2 Breach of Warranty. If, at any time prior to the expiration of the warranty period set forth in Section 17.1, the Purchaser shall discover any failure or breach of the Developer's warranties, Developer shall, upon written notice from the Purchaser and at the Developer's sole cost and expense, immediately correct such failure or breach (which corrective action shall include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, reconstruction, retesting and/or reinspection of any part or portion of the Work). The Developer shall use its best efforts to remedy any such failure or breach so as to minimize revenue loss to the Purchaser and to avoid disruption of the Purchaser's operations at the Project Site. In the event the Developer fails to initiate and diligently pursue corrective action within five (5) days of the Developer's receipt of the Purchaser's notice, the Purchaser may undertake such corrective action at the Developer's expense.

17.3 Subcontractor Warranties. The Developer shall use its best efforts to obtain warranties for the benefit of the Developer and the Purchaser from material and equipment suppliers, vendors, Subcontractors and Sub-subcontractors in relation to their respective portions of the Work. The Developer shall similarly use its best efforts to obtain warranties from such individuals which (i) are coterminous with the Developer's warranty to the Purchaser, (ii) warrant against defects and deficiencies in each such parties' work and (iii) are ultimately assignable to the Purchaser if they do not run to the Purchaser in the first instance.

17.4 Primary Liability. The Developer shall have primary liability with respect to the warranties set forth in this Agreement, whether or not any defect, deficiency or other matter is also covered by a warranty of a Subcontractor, Sub-subcontractor or other third party, and the Purchaser need only look to the Developer for corrective action. In addition thereto, the Developer's warranties expressed herein shall not be restricted in any manner by any warranty of a Subcontractor, Sub-subcontractor or other third party, and the refusal of a Subcontractor, Sub-subcontractor or other third party to correct defective, deficient or nonconforming Work shall not excuse the Developer from its liability as to the warranties provided herein.

17.5 Consequential Damages. Notwithstanding anything to the contrary contained in this Agreement, the Purchaser and the Developer waive all claims against each other (and against each other's affiliates, contractors, subcontractors, consultants and agents) for any consequential, special, incidental, indirect or punitive damages, and regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability or other legal theory. The Developer acknowledges and agrees that the following are not, and shall not be interpreted or construed as, consequential damages for the purposes of this Agreement: (i) damages for which the Developer is liable to the Purchaser (and other indemnities) pursuant to the Developer's indemnification obligations set forth in this Agreement; and (ii) damages incurred by the Purchaser (and its affiliates, contractors, subcontractors, consultants and agents) by reason of any fraudulent or willful misconduct of the Developer or its Subcontractors or Sub-subcontractors.

ARTICLE 18

EXCUSABLE EVENTS

18.1 Adjustments in Schedule. Except as a result of changes in the Work as permitted in Article 12 of this Agreement, an extension in the Guaranteed Substantial Completion Date shall only be granted under the following circumstances: (a) a delay occurs in the progress of the Work as a result of an Excusable Event, and (b) the Developer has complied with the terms and conditions of the following subsections:

(i) The Developer, within ten (10) days of the date upon which the Developer has knowledge of the Excusable Event, notifies the Purchaser in writing of the cause of the event and the approximate number of days the Developer expects to be delayed as a result of such event; and the Developer makes a written request for an extension of time to the Purchaser within ten (10) days after the cessation of the Excusable Event specifying the number of days the Developer believes that its activities were in fact delayed as a result of the event.

(ii) The Developer provides evidence, to the reasonable satisfaction of the Purchaser, that the activity claimed to have been delayed was in fact delayed by the Excusable Event, and that the delay in such activity is reasonably likely to result in a delay in the Substantial Completion Date beyond the Guaranteed Substantial Completion Date.

(iii) The initial notice provided by the Developer under subsection (i) above shall describe the efforts of the Developer that have been (or are going to be) undertaken by the Developer to overcome or remove the Excusable Event and to minimize the potential adverse effect on the time for performance of the Work resulting from such Excusable Event.

Compliance with this Section 18.1 is a condition precedent to receipt of an extension in the Guaranteed Substantial Completion Date. In the event of a failure to comply with this Section 18.1, the Developer shall not be entitled to an extension of time. Upon satisfaction by the Developer of the terms and conditions in the preceding subsections, the Purchaser and the Developer shall agree on the extent to which the Work has been delayed on account of any such Excusable Event. Once the parties have mutually agreed as to the extent of such delay, they shall enter into a Change Order reflecting their agreement as to the adjustment in the Guaranteed Substantial Completion Date.

18.2 Adjustments in Purchase Price. Except as a result of changes in the Work as permitted in Article 12 of this Agreement, an increase in the Purchase Price shall only be granted under the following circumstances: (a) a demonstrable increase in the Developer's cost of performing the Work results from the occurrence of an Excusable Event which is identified in Sections 18.3(i), (iii) or (iv), and (b) the Developer has complied with the terms and conditions of the following subsections:

(i) The Developer, within ten (10) days of the date upon which the Developer has knowledge of the Excusable Event, notifies the Purchaser in writing of the cause of the event and the approximate additional cost the Developer will incur as a result of such event; and the Developer makes a written request for an increase in the Purchase Price to the Purchaser within ten (10) days after the cessation of such Excusable Event specifying the additional cost the Developer believes it incurred as a result of such event.

(ii) The Developer provides evidence, to the reasonable satisfaction of the Purchaser, that the Excusable Event did cause an increase in the Developer's cost of performing the Work.

(iii) The initial notice provided by the Developer under subsection (i) above shall describe the efforts of the Developer that have been (or are going to be) undertaken by the Developer to overcome or remove the Excusable Event and to minimize the potential adverse effect on the cost for performance of the Work resulting from such Excusable Event.

Compliance with this Section 18.2 is a condition precedent to receipt of an increase in the Purchase Price. In the event of a failure to comply with this Section 18.2, the Developer shall not be entitled to an increase in the Purchase Price. Upon satisfaction by the Developer of the terms and conditions in the preceding subsections, the Purchaser and the Developer shall agree on the extent to which the Developer's cost for performing the Work have been increased as a result of any such Excusable Event. Once the parties have mutually agreed as to the Developer's increased cost, they shall enter into a Change Order reflecting their agreement as to the adjustment in the Purchase Price.

18.3 Excusable Events. The occurrence of any of the following events shall constitute an "Excusable Event":

(i) Delays resulting from the acts or omissions of the Purchaser (including, without limitation, the Purchaser's failure to provide documents or execute applications necessary to obtain certificates of occupancy) or its separate contractors performing work at the Project Site, to the extent such delays arise from circumstances beyond the reasonable control and without the fault or negligence of the Developer, its Subcontractors, Sub-subcontractors or other persons for whom they may be liable;

(ii) Any of the following acts, events, conditions or occurrences to the extent that the same are beyond the Developer's reasonable control, which could not have been either foreseen or avoided by the exercise of due diligence, and which has an adverse effect on the Developer's ability to perform its obligations hereunder: (a) fires, (b) explosions, (c) extreme and unusual weather conditions given the time of year and the locality of the Project, (d) floods, earthquakes, tornadoes or other similar acts of God, (e) epidemics, (f) civil disturbances, (g) war, (h) riots, (i) sabotage, (j) industry-wide strikes or lockouts, (k) embargoes or (l) restraints or injunctions issued by a Governmental Authority;

(iii) The occurrence of a Change in Law;

(iv) The suspension of the Work in whole or in part by the Purchaser as described in Section 21.3; and

(v) The discovery of any Unforeseeable Conditions at the Project Site, as described in Section 3.1.7.

None of the foregoing events described in this Section 18.3 shall be deemed an Excusable Event to the extent that performance of the Work would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Developer, its Subcontractors, Sub-subcontractors or any other person for whom they may be liable.

18.4 Rights Limited. The rights and remedies set forth in this Article 18 shall be the Developer's sole and exclusive rights and remedies in the event of an occurrence of an Excusable Event, and the Developer hereby waives all other rights and remedies at law and/or in equity that it might otherwise have against the Purchaser on account of an Excusable Event. In confirmation and furtherance of the terms and provisions of this Article 18, the Developer acknowledges and agrees that the Purchase Price and the Guaranteed Substantial Completion Date may only be adjusted in accordance with, and to the extent permitted by, the terms and provisions of this Article 18.

ARTICLE 19

HAZARDOUS SUBSTANCES

19.1 Remediation of Hazardous Substances. If the Phase I environmental site assessment or the Phase II environmental site assessment, if applicable, indicates the release or threatened release of any Hazardous Substance to the environment on, at or under the Project Site or, if in the course of performance of the Work, the Developer releases or threatens to release to the environment or otherwise encounters in the environment on, at or under the Project Site any matter which may reasonably be believed to be a Hazardous Substance, , the Developer shall immediately retain a qualified environmental consultant to investigate the release, threatened release or presence of Hazardous Substances and prepare an appropriate report documenting the result of the investigation, which report shall be provided to Purchaser. If the investigation determines that Hazardous Substances are present in the environment on, at or under the Project Site in concentrations exceeding residential standards pursuant to 35 Ill. Adm. Code Part 742 or other Environmental Law, the Developer shall retain a qualified environmental consultant to undertake and appropriately document Remedial Actions, at its sole cost and expense. The parties acknowledge and agree that the Developer shall not commence or continue any construction activities on any portion of the Project Site on, in or under which Remedial Actions are to be (or are being) performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as evidenced by appropriate certifications from the applicable environmental consultant and/or remediation contractor and any required approvals of any applicable Governmental Authorities. The Developer agrees to use its best efforts to continue the unaffected portions of the Work and to adjust and reschedule its activities at the Project Site so as to minimize, to the extent reasonably practicable, any adverse effect on the progress of the Work resulting from the performance of any Remedial Actions. Any reports or other documents prepared by Developer or its qualified

environmental consultant pursuant under this section shall expressly recognize Purchaser's right to rely on such reports or other documents.

19.2 Use of Hazardous Substances. The Developer shall not bring or store (and shall prohibit Subcontractors and Sub-subcontractors from bringing or storing) Hazardous Substances to or on the Project Site; provided, however, the Developer may use and store in reasonable quantities the following substances required to perform the Work, but only in accordance with all applicable Environmental Laws: gasoline, diesel fuel, fuel oil, grease, lube oil, sealants, form oil, solvents, adhesives and all other material(s) which are consumed in or during construction and/or testing of the Project and its constituent systems and components thereof. Any other Hazardous Substances to be brought to or stored on the Project Site shall require specific written authorization of the Purchaser. Developer shall not under any circumstances bring or store the following to or on the Project Site: any construction materials containing asbestos, polychlorinated biphenyls, lead-based paint or urea formaldehyde. The Developer shall comply, and shall cause its Subcontractors and Sub-subcontractors to comply, with all applicable Environmental Laws.

ARTICLE 20

INDEMNIFICATION

20.1 Developer's Indemnity.

20.1.1 Developer. To the fullest extent permitted by law, the Developer shall indemnify, defend and hold harmless the Purchaser and its board members, officers, employees, agents, affiliates and representatives, from and against claims, damages, losses and expenses, including but not limited to court costs and reasonable attorneys' fees, arising out of or resulting from any negligent or wrongful act or omission to act by the Developer, a Subcontractor, a Sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself). This indemnification, defense and hold harmless obligation shall survive the termination or expiration of this Agreement.

20.1.2 No Limitation. In claims against any person or entity indemnified under the preceding Section 20.1.1 by an employee of the Developer, a Subcontractor, a Sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under such Section 20.1.1 shall not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Developer, a Subcontractor, a Sub-subcontractor or any other above-referenced party under workers' or workmen's compensation acts, disability benefit acts, other employee benefit acts, or (ii) pursuant to any common law or case law.

ARTICLE 21

TERMINATION

21.1 Termination by Purchaser for Cause. (a) The occurrence of any one or more of the following matters constitutes a default by the Developer under this Agreement (a "Developer Default"):

(i) the Developer becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due;

(ii) the Developer makes a general assignment for the benefit of its creditors;

(iii) the Developer shall commence or consent to any case, proceeding or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Developer or of the Developer's debts, under any Law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Developer, or for all or any part of the Developer's property;

(iv) any case, proceeding or other action against the Developer shall be commenced (a) seeking to have an order for relief entered against the Developer as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Developer, or the Developer's debts, under any Law relating to bankruptcy, insolvency, reorganization or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Developer, or for all or any part of the Developer's property;

(v) the breach of any material representation or warranty made by the Developer in this Agreement;

(vi) the Developer attempts to assign, convey or transfer this Agreement or any interest herein, or delegate any of its duties or obligations hereunder, without the Purchaser's prior written consent, which consent shall not be unreasonably withheld; or

(vii) the Developer fails to observe or perform any other material covenant, agreement, obligation, duty or provision of the Contract Documents, and such failure continues for twenty (20) days after the Developer's receipt of written notice thereof from the Purchaser.

(b) Upon the occurrence of a Developer Default, the Purchaser may, without prejudice to any other right or remedy the Purchaser may have under this Agreement or at law and/or in equity, terminate the Contract Documents.

21.2 Termination by Developer for Cause. (a) The occurrence of any one or more of the following matters shall constitute a default by the Purchaser under this Agreement (an "Purchaser Default"):

(i) the Purchaser becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due;

(ii) the Purchaser makes a general assignment for the benefit of its creditors;

(iii) the Purchaser shall commence or consent to any case, proceeding or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Purchaser or of the Purchaser's debts under any Law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Purchaser or for all or any part of the Purchaser's property;

(iv) any case, proceeding or other action against the Purchaser shall be commenced (a) seeking to have an order for relief entered against the Purchaser as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Purchaser or the Purchaser's debts under any Law relating to bankruptcy, insolvency, reorganization or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Purchaser or for all or any part of the Purchaser's property;

(v) the Purchaser materially and unreasonably interferes with the performance of the Developer's Work, and such interference continues for thirty (30) days after the Purchaser's receipt of written notice thereof from the Developer;

(vi) the Purchaser's failure to make payments when properly due pursuant to the Purchase and Sale Agreement, and such failure continues for sixty (60) days after the Purchaser's receipt of written notice thereof from the Developer; or

(vii) the Purchaser fails to observe or perform any material covenant, agreement, obligation, duty or provision of the Contract Documents, and such failure continues for thirty (30) days after the Purchaser's receipt of written notice thereof from the Developer.

(b) Upon the occurrence of an Purchaser Default, the Developer may terminate the Contract Documents. If the Contract Documents are so terminated, the Developer, as its sole and exclusive remedy hereunder, shall be entitled to receive the following:

(i) an amount equal to the percentage of the Purchase Price equal to the ratio of the Work properly performed to the date of termination to the total Work necessary to meet Substantial Completion; plus

(ii) reimbursement for all actual reasonable cancellation charges incurred by the Developer in relation to its Subcontractors, and reimbursement for all actual reasonable demobilization expenses incurred by the Developer.

Notwithstanding the foregoing, in no event shall the amount due to the Developer as the result of a Purchaser Default exceed the Purchase Price.

21.3 Suspension of the Work. The Purchaser may, without cause, order the Developer to suspend the Work in whole or in part for such period of time as the Purchaser may determine. Any such suspension shall commence on or before the seventh (7th) day after the Developer's receipt of written notice thereof from the Purchaser. The Developer shall resume any suspended Work within five (5) days of the Purchaser's written notice directing the same. Should a suspension of the entire Work which is ordered by the Purchaser continue for ninety (90) or more consecutive days, either party may thereafter terminate this Agreement by written notice to the other party and the rights and remedies of the Developer shall be the same as those which are expressed in Section 21.2(b) hereof in the event of termination as the result of a Purchaser Default.

ARTICLE 22

REPRESENTATIONS AND WARRANTIES

22.1 Developer. The Developer hereby represents and warrants the following to the Purchaser, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

(i) that the Developer is able to furnish the tools, materials, supplies, equipment, labor and design, engineering and construction services required to complete the Work and perform its obligations hereunder, and has sufficient experience and competence to do so;

(ii) that the Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, and is duly qualified to do business in the State of Illinois;

(iii) that the Developer is authorized to do business in the State of Illinois and will cause the Work to be completed in compliance with the requirements of all Governmental Authorities having jurisdiction over the Developer, the Work and/or the Project;

(iv) that this Agreement has been duly authorized, executed and delivered by the Developer and constitutes a valid and legally binding obligation of the Developer, enforceable against the Developer in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors and to general principals of equity;

(v) that the Developer has visited the Project Site, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents;

(vi) that the Developer is capable of properly completing the Project within the Purchase Price and the milestones established in the Schedule, all in accordance with the terms and provisions of the Contract Documents; and

(vii) that, at the time the Developer submitted a bid to perform the Work for the Purchaser, the Developer complied with the Purchaser's Responsible Bidders Ordinance, Ordinance 18-1.

22.2 Purchaser. The Purchaser hereby represents and warrants the following to the Developer, which representations and warranties shall survive the execution and delivery of this Agreement, and any termination of this Agreement and the final completion of the Work:

(i) that the Purchaser is a county and unit of local government, duly organized and existing under the Constitution and laws of the State of Illinois;

(ii) that the Purchaser has approved the Construction Documents; and

(iii) that this Agreement has been duly authorized, executed and delivered by the Purchaser and constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors and to general principals of equity.

ARTICLE 23

DISPUTE RESOLUTION

23.1 Resolution by the Parties; Senior Officers to Resolve. All claims, disputes or other controversies arising out of, or relating to, this Agreement (hereinafter collectively referred to as a "Dispute") shall initially be submitted to a Senior Officer from each party for resolution by mutual agreement between said officers. Any mutual determination by the Senior Officers shall be final and binding upon the parties. However, should such Senior Officers fail to arrive at a mutual decision as to the Dispute within twenty (20) days after notice to such Senior Officers of both parties of the Dispute, then such Dispute shall then be resolved in accordance with any remedies available at law or equity.

ARTICLE 24

MISCELLANEOUS PROVISIONS

24.1 County Specific Provisions. [Insert County specific provisions (i.e., MBE/WBE, anti-bribery, debarment, EEO and non-discrimination provisions, etc.)]

24.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law principles.

24.3 Meaning of Terms. Words and abbreviations not defined in the Contract Documents which have well-known technical or design, engineering, architectural or

construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

24.4 Entire Agreement. This Agreement represents the entire agreement between the Purchaser and the Developer with respect to the subject matter hereof, and supersedes all prior negotiations, representations or agreements, whether written or oral. Except as provided in Article 12 hereof in relation to Construction Change Directives, this Agreement may be amended or modified only by a written instrument signed by both the Purchaser and the Developer.

24.5 Successors and Assigns. Neither the Purchaser nor the Developer may assign, convey or transfer this Agreement or any part hereof, or delegate any of their duties or obligations hereunder, without the prior written consent of the other party. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto.

24.6 Contractual Relationship. Nothing contained in this Agreement shall be construed as creating a contractual relationship of any kind (i) between the Purchaser and a Subcontractor or Sub-subcontractor (except as provided in Article 10 hereof), or (ii) between any persons or entities other than the Purchaser and the Developer.

24.7 Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

24.8 Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person, by facsimile or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other addresses as either party may subsequently designate):

If to the Purchaser: County of Sangamon, Illinois
Sangamon County Complex
200 South Ninth Street, Room 201
Springfield IL 62701
Attn: Ryan P. McCrady

with a copy to: Joanna K. Horsnail, Esq.
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606

If to the Developer: Springfield East Venture II, LLC
[]
[]
Attn: Mr. David Barber

with a copy to: Zisl Edelson, Esq.
Schwartz Cooper Chartered
180 N. LaSalle Street, Suite 2700

Chicago, IL 60601

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if sent by facsimile, on the date such facsimile is sent, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

24.9 Headings. The headings and captions used in this Agreement are inserted for reference and convenience only and the same shall not limit or construe the sections, articles or paragraphs to which they apply or otherwise affect the interpretation thereof.

24.10 Time of Essence. Time is of the essence of this Agreement.

24.11 Singular and Plural. Words which are used herein and import the singular number shall mean and include the plural number and vice versa where the context so requires.

24.12 Interpretation. In the event of any inconsistency or discrepancy between written words and specific numbers, the description of any such figures by written words shall govern.

24.13 Rights Cumulative. Except as otherwise provided in this Agreement, (i) rights and remedies available to the Purchaser and/or the Developer as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such parties at law and/or in equity, and (ii) any specific right or remedy conferred upon or reserved to the Purchaser and/or the Developer in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

24.14 Authority to Execute. Each party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such party, and constitutes the legal, valid and binding agreement of said parties.

24.15 Incorporation by Reference. The recitals set forth on the first few pages of this Agreement, as well as all Exhibits attached hereto, are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

24.16 No Waiver. No course of dealing or failure of the Purchaser and/or the Developer to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF SANGAMON, ILLINOIS

By: _____

Name: []

Its: []

SPRINGFIELD EAST VENTURE, LLC

By: _____

Name: []

Its: []

18-45

EXHIBIT A

PROJECT SITE

[Need legal description and/or site plan]

EXHIBIT C

DEVELOPER'S KEY PERSONNEL

DEVELOPER'S REPRESENTATIVE:

EXHIBIT D

CONSTRUCTION DOCUMENTS

18-48

EXHIBIT E

PURCHASER'S KEY PERSONNEL

PURCHASER'S REPRESENTATIVE:

EXHIBIT F

FORM OF SUBSTANTIAL COMPLETION ACCEPTANCE CERTIFICATE

18-50

EXHIBIT G

FORM OF FINAL COMPLETION ACCEPTANCE CERTIFICATE

Exhibit B

Form of Purchase and Sale Agreement
(see attached)

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT (this "Agreement") is made as of the 11th day of September, 2007 (the "Effective Date"), by and between Springfield East Venture II, LLC ("Seller"), and The County of Sangamon, Illinois, a body corporate and politic and a unit of local government of the State of Illinois ("Purchaser").

RECITALS

A. Purchaser has the authority pursuant to the laws of the State of Illinois and has determined that it is in its best interest to acquire certain facilities for the Sangamon County Department of Public Health (the "Project" more particularly defined below).

C. Purchaser has entered into that certain Development Agreement (defined below), with Seller for the Development of the Project.

D. Seller is the owner of the Property described below (which includes the Project). Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property, subject to and in accordance with the terms, conditions and other provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 - DEFINITIONS

The following capitalized terms shall have the meanings set forth in this Section 1 for all purposes under this Agreement:

Additional Property. All tangible and intangible personal property located on or related to the Property, including, without limitation, Seller's right, title and interest in, to and under any licenses, permits, and warranties, applicable or appurtenant to the other components of the Property, and the plans and specifications and other architectural and engineering drawings for the improvements located on the Property; provided however, that with respect to any warranties made by Seller to Purchaser under the Development Agreement with respect to the Project, Seller shall be entitled to rely on its rights under any existing warranties for the Project.

Closing. The consummation of the transactions described herein as more fully described in Section 4 below.

Closing Date. The date which is [thirty (30)] business days after Substantial Completion of the Project.

Development Agreement. That certain Development Agreement dated as of September 11, 2007, between Seller, as Developer, and Purchaser, attached hereto as Exhibit C.

Improvements. The buildings and other improvements situated on the Land, including the Project.

Land. The parcel(s) of land legally described in Exhibit A attached hereto.

Leases. That certain Lease dated as of September 11, 2007 entered into between Seller, as lessor, and Purchaser, as lessee, (the "County Lease") for the Property, attached hereto as Exhibit B, pursuant to which Seller has agreed to lease the Project to Purchaser from the period commencing upon Substantial Completion and ending upon the Closing Date [**Determine whether still applicable.**]

Management Agreement. That certain Management Agreement dated as of September 11, 2007, between Seller, as manager, and Purchaser, concerning the management of the Property.

Personal Property. The items of personal property, if any, of the County located at the Property, as of the Closing Date.

Project. That certain Sangamon County Department of Public Health facility, to be developed by Seller for Purchaser, pursuant to the Development Agreement.

Property. The Real Property and Personal Property and all of Seller's right, title and interest in, to and under the Service Contracts and Additional Property.

Purchase Price. \$ _____.

Real Property. The Land and the Improvements.

Service Contracts. The service contracts and equipment leases listed in Exhibit D attached hereto, which Exhibit shall be updated prior to Closing, to show all services contracts and equipment leases that will be in effect as of the Closing Date.

Surviving Obligations. Purchaser's and Seller's obligations under Sections 10 (Brokerage Commissions) and 15.3 (Attorneys Fees) hereof.

Title Company. _____.

SECTION 2 - AGREEMENT TO SELL AND PURCHASE; PURCHASE PRICE

2.1 Agreement to Sell and Purchase. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, subject to and in accordance with the terms, conditions and provisions hereof.

2.2 Payment of Purchase Price. The total purchase price to be paid by Purchaser to Seller for the Property shall be the Purchase Price described in Section 1 above. Purchaser shall pay to Seller the Purchase Price, plus or minus net proration credits (as such credits may be determined in accordance with Section 5 and other applicable provisions of this Agreement), at Closing by wire transfer of immediately available funds. The proceeds of sale payable to Seller must be disbursed to and received by Seller, in Seller's designated account, prior to 10:00 a.m. on the Closing Date. If such proceeds of sale are not received by Seller prior to such time, Seller shall be entitled to receive from Purchaser, as compensation therefor, interest on the amount of such proceeds until the following business day at the rate of 10% per annum.

SECTION 3 - SELLER'S DELIVERIES

3.1 Seller's Deliveries. Seller has provided to Purchaser and Purchaser acknowledges receipt of one copy of the following items relating to the ownership and operation of the Property:

- (a) the County Lease; and
- (b) the Service Contracts, if any; and
- (c) existing owner's title policy and existing survey, if any, in Seller's possession; and
- (d) all plans and specifications relating to the Property in Seller's possession; and
- (e) the Environmental Report (hereinafter defined), to be updated by Seller prior to Closing.

In the event that this Agreement terminates for any reason, Purchaser shall immediately return to Seller all written and other physical materials (whether from Seller, Seller's agents or otherwise) received by Purchaser relating to the Property or Seller.

Except as otherwise expressly set forth in this Agreement, in the Development Agreement, and in the documents to be delivered pursuant to Section 4.3 hereof (the "Closing Documents"), Seller makes no representations or warranties, either expressed or implied, and shall have no liability with respect to the accuracy or completeness of the information, data or conclusions contained in the information provided to Purchaser, and Purchaser shall rely upon its own independent inquiry regarding the physical condition and environmental state of the Property.

3.2 Reserved.

3.3 Title Review and Approval.

(a) Title Review. Within fifteen (15) days after the Effective Date, Seller shall cause to be prepared and delivered to Purchaser a current title commitment (such commitment, as it may be amended, supplemented and updated, the "Title Commitment") issued by the Title Company, in the amount of the Purchase Price, with Purchaser as the proposed insured, together with legible copies of all documents of record referred to in the Title Commitment as exceptions to title to the Property, and copies of Uniform Commercial Code, judgment and tax lien searches ("Searches") in the name of Seller and the Property issued by the Title Company or a search company acceptable to Purchaser. Seller shall revise Seller's existing survey for the Property ("Survey"), using the certification form attached hereto as Exhibit K. During the Inspection Period, Purchaser shall review title to the Property as disclosed by the Preliminary Title Commitment, the Searches and the Survey. The Property shall be conveyed free and clear of monetary liens, security interests, and claims of liens or security interests (other than the lien for non-delinquent taxes), and Seller shall remove at Closing (i) all such liens and security interests and (ii) any exceptions to title that arise after the effective date of the initial Preliminary Title Commitment delivered to Purchaser. With respect to any other title exceptions, Seller shall cooperate with Purchaser to remove such exceptions to which Purchaser objects, but, unless Seller otherwise agrees in writing, Seller shall have no obligation to remove such exceptions. The term "Permitted Exceptions" means those specific exceptions in the Preliminary Title Commitment as of the end of the Inspection Period other than those that Seller is required or has agreed to remove, any real estate taxes not yet due and payable, and rights of Tenants as under the Leases as tenants only, without any right to purchase.

(b) Title Policy Condition. Purchaser shall not be obligated to close this transaction unless, as a condition benefiting Purchaser only, upon the sole condition of payment of the premium, at Closing, the Title Company shall irrevocably commit to issue to Purchaser an ALTA Owner's Policy of title insurance, with extended coverage (i.e., with ALTA General Exceptions 1 through 5 deleted), dated as of the date and time of the recording of the Deed, in the amount of the Purchase Price, insuring Purchaser as owner of good, marketable and indefeasible fee simple title to the Property, free and clear of liens, subject only to the Permitted Exceptions, and containing the endorsements that the Title Company agreed to issue during the Inspection Period (the "Title Policy").

(c) Owner's Affidavit. At the Closing, Seller shall execute and deliver to the Escrow Agent an ALTA statement sufficient for the Title Company to issue the Title Policy, a standard gap indemnity, and any other document or undertaking required to cure or remove the exceptions to title that Seller is obligated to cure or remove or that Seller has agreed to cure or remove as a part of the title review process pursuant to Section 3.1;

(d) CCRs. If the Property is subject to a declaration of covenants, conditions and restrictions or similar instrument ("CCRs") governing or affecting the use, operation, maintenance, management or improvement of the Property, at the Closing, Seller shall deliver to Purchaser (i) estoppel certificates, in form and substance satisfactory to Purchaser, from the declarant, association, committee, agent or other person or entity having governing or approval rights under the CCRs, and (ii) a recordable assignment, in form and substance satisfactory to Purchaser, assigning any and all developer, declarant or other related rights or interests of Seller

(or any affiliate of Seller) in or under the CCRs, if Seller (or such affiliate) holds such rights or interests.

SECTION 4 - CLOSING

4.1 Time and Place. The Closing shall be held on the Closing Date in the offices of the Title Company located in Chicago, Illinois, or at any other location mutually acceptable to the parties. The parties agree to meet to complete all arrangements for Closing prior to the Closing Date so that all requirements for Closing, with the exception of the delivery of the Purchase Price, are in place by the end of the day prior to the Closing Date and only the funding need be completed on the Closing Date.

4.2 Mutual Conditions to Parties' Obligations to Close.

The obligation of Seller, on the one hand, and Purchaser, on the other hand, to consummate the transactions contemplated hereunder shall be subject to the following conditions:

(a) Representations and Warranties. The other party's representations and warranties contained herein shall be true and correct as of the respective dates made and re-made, and, as a condition benefiting Purchaser only, any update to Seller's representations and warranties pursuant to this Contract does not disclose new facts that are material and adverse in relation to the applicable original representation and warranty;

(b) Covenants. As of the Closing Date, the other party shall have performed its covenants and obligations hereunder and all deliveries to be made by the other party at Closing have been tendered;

(c) Pending Actions. As a condition benefiting Purchaser only, at Closing there shall be no administrative agency, litigation or governmental proceeding of any kind whatsoever, pending or threatened, that, after Closing, would, in Purchaser's reasonable discretion, materially and adversely affect the value or marketability of the Property, or the ability of Purchaser to operate the Property in the manner it is being operated on the Effective Date;

(d) Real Estate Taxes. As a condition benefiting Purchaser only, as of the Closing Date, there shall have been no actual or pending reassessment of the value of the Property for the purpose of calculating real estate taxes, other than a reassessment in the ordinary course of general applicability;

(e) Zoning. As a condition benefiting Purchaser only, on the Closing Date, no proceedings shall be pending or threatened that could or would involve the change, redesignation, redefinition or other modification of the zoning classifications of (or any building, environmental, or code requirements applicable to) the Property;

(f) Utilities. As a condition benefiting Purchaser only, on the Closing Date, no moratorium or proceeding shall be pending or threatened affecting the availability, at regular rates and connection fees, of sewer, water, electric, gas, telephone or other services or utilities servicing the Property;

(g) Title Policy. The Title Company shall be irrevocably committed to issue the Owner's Policy in accordance with the provisions of Section 3.3;

(h) Material Change. There shall be no material change in any condition of or affecting the Property not caused by Purchaser or its contractors, employees, affiliates or other related or similar parties, that has occurred after the Inspection Period, including, without limitation, any dumping of refuse or environmental contamination of the Property;

(i) Proceedings. There shall exist no pending or threatened action, suit or proceeding with respect to the other party before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Contract or the consummation of the transactions contemplated hereby; and

(j) Other. Any other condition set forth in this Contract to such party's obligation to close is not satisfied by the applicable date.

4.3 Deliveries. At Closing Seller and Purchaser shall execute and deliver the following items:

(a) Seller shall deliver to Purchaser:

(i) a deed to the Real Property in the form of Exhibit G attached hereto, conveying to Purchaser all of Seller's right, title and interest in and to the Real Property, subject only to real estate taxes and assessments not yet due and payable, covenants, conditions, restrictions, agreements and building lines of record, applicable zoning and building laws and ordinances, public, private and utility easements of record, existing encroachments, all matters disclosed by any existing survey or plat of subdivision, acts by or through Purchaser; and

(ii) an updated Exhibit D, showing all service contracts and equipment leases, if any, in effect as of the Closing Date; and

(iii) a non-foreign transferor certification pursuant to Section 1445 of the Internal Revenue Code;

(iv) evidence of Seller's authority to consummate the transactions described herein; and

(v) a certificate, executed by Seller, certifying to Purchaser that the representations and warranties of Seller contained in this Agreement are true and correct as of the Closing Date. This certificate may be updated as necessary to reflect facts which have

changed since the Effective Date; however, no such update shall relieve Seller from any liability (which shall survive the Closing) with respect to any breach of a covenant herein;

(vi) copies of all final executed waivers of mechanics', materialmen's and construction liens provided to Purchaser in connection with Seller's performance of the Work, as defined in the Development Agreement. **[Determine whether sworn statement, architect's certification, and other documents should be provided.]**

(b) Purchaser shall pay or deliver to Seller:

- (i) the balance of the Purchase Price, by wire transfer, as provided in subsection 2.2(b) hereof;
- (ii) evidence of Purchaser's authority to consummate the transactions described herein.

(c) Seller and Purchaser shall jointly deliver:

- (i) a Lease Termination Agreement, in the form of Exhibit I attached hereto, with respect to the County Lease; and
- (ii) an assignment and assumption of contracts and additional property in the form of Exhibit J attached hereto, whereby Seller assigns to Purchaser and Purchaser assumes all of Seller's assignable rights, title, interests, duties, obligations and liabilities under and with respect to the Service Contracts and Additional Property;
- (iii) a closing statement describing all prorations and other applicable credits;
- (iv) all transfer declarations, affidavits of value or similar documentation required by law;
- (v) notices to each of the tenants of the Property in the form of Exhibit K attached hereto; and
- (vi) notices to the other party to each Service Contract assumed by Purchaser pursuant to this Agreement, in form reasonably acceptable to Seller and Purchaser.

4.4 Closing Instructions to Title Company. The Closing shall be facilitated through an escrow established with the Title Company, using closing escrow instructions consistent with this Agreement and the Title Company's standard practice, or as otherwise mutually agreed between Purchaser and Seller. Notwithstanding the use of an escrow, the Closing shall be completed (with the escrow closed out) on the Closing Date, including the concurrent delivery of all required documents, and the Purchase Price (i.e. a so-called "New York Style Closing").

SECTION 5 - PRORATIONS

[IF THERE WILL BE A LEASE, THIS SECTION MUST BE MODIFIED SO THAT PURCHASER'S RENT PAYMENTS (WHICH COVER TAXES DURING THE PERIOD OF OCCUPANCY) ARE ACCOUNTED FOR]

All items of income and expense applicable to the Property shall be paid, prorated or adjusted as of the close of business on the day prior to the Closing Date in the manner hereinafter set forth:

5.1 Real Estate Taxes and Assessments. Real estate taxes and special assessments shall be prorated as follows,

(a) For purposes of this Section 5.1, the term "Taxes" shall mean (i) the real estate taxes and special assessments applicable to the Real Property and due and payable in a given calendar year, regardless of the fiscal year, tax year or other period to which such taxes and assessments otherwise may be attributable, plus (ii) all reasonable out-of-pocket costs incurred by Seller, or with Seller's consent, of contesting the assessed valuation or otherwise protesting such taxes or assessment, minus (iii) any refunds or reduction of such taxes or assessments, which, after payment of the reasonable out-of-pocket costs and expenses incurred in obtaining such refunds or reductions, shall be paid or credited to the party or parties obligated for such taxes or assessments in the same manner and proportions as otherwise provided herein.

(b) Seller, at its sole expense, shall be obligated for and shall pay all Taxes due and payable in any calendar year prior to the year in which the Closing occurs, and Purchaser, at its sole expense, shall be obligated for and shall pay all Taxes due and payable in any calendar year after the year in which the Closing occurs. With respect to the Taxes due and payable in the year in which the Closing occurs: (i) Seller shall be obligated for a prorated portion of such Taxes from the beginning of the year to but excluding the Closing Date determined by multiplying the total amount of such Taxes by a fraction, the numerator of which is the number of days from and including January 1 of the year of Closing to and including the day prior to the Closing Date and the denominator of which is 365; and (ii) Purchaser shall be obligated for the balance of such Taxes determined by multiplying the total amount of such Taxes by a fraction, the numerator of which is the number of days from and including the Closing Date to and including December 31 of the year of Closing and the denominator of which is 365.

(c) Seller shall pay all of the Taxes due and payable prior to the Closing and Purchaser shall pay all of the Taxes due and payable after the Closing. To the extent that, as of the Closing Date, the amount so paid by Seller or to be paid by Purchaser exceeds the amount for which such party is obligated in accordance with Paragraph (b) above, such party shall be entitled to a credit at Closing for such excess from the other party.

(d) To the extent that the actual amount of the Taxes to be prorated hereunder is not known at Closing, or tax contests or protests are outstanding or reasonably anticipated that

may cause a reduction in such Taxes, the parties shall agree at Closing to reproporate the Taxes at such time or times as the actual Taxes are determined, in which case the provisions of this Section 5.1 shall survive the Closing. If any such reproporation of Taxes results in an adjustment to the proration calculated at Closing, the party owing the other party shall pay the amount owed within 15 days after the reproporation is determined.

5.2 Rent. All rent and other amounts due from the County pursuant to the County Lease, (collectively, "Rent"), for the month of Closing shall be prorated as of the Closing Date and pursuant to the Termination Agreement.

5.3 Reserved.

5.4 Utilities. Utility meters for utility services payable by Seller shall be read on or immediately prior to the Closing Date, if possible, and the amounts due as disclosed by such readings shall be paid by Seller or credited to Purchaser. Otherwise all utility charges and billings shall be prorated using the prior month's bill as of the Closing Date and shall be reproporated upon receipt of actual bills for the period in question.

5.5 Expenses. Except as otherwise expressly provided herein (concerning taxes, assessments and utility charges), operating expenses of the Property shall be payable by Seller and Purchaser on an accrual basis in accordance with the parties' respective periods of ownership so that Seller pays all expenses accruing prior to the Closing Date (except as otherwise provided din the County lease and the management Agreement) and Purchaser pays all expenses accruing on or after the Closing Date. In the event either party receives a bill for expenses for which the other party is obligated, such other party shall pay such bill promptly after receipt thereof. In the event of any prepaid expenses as of the Closing Date, Purchaser shall reimburse Seller at Closing for the portion thereof attributable to the period from and after the Closing Date.

5.6 Reserved.

5.7 Reserved.

5.8 Miscellaneous. In the event any prorations or computations made under this Section 5 are based on estimates or prove to be incorrect, then either party shall be entitled to an adjustment to correct the same, provided that it makes written demand on the party from whom it is entitled to such adjustment within 120 days after the end of the calendar year in which the Closing occurs. For purposes of calculating the prorations provided for in this Agreement, Purchaser shall be deemed to be the owner of the Property on the Closing Date.

SECTION 6 - SELLER'S REPRESENTATIONS AND WARRANTIES

6.1 List of Representations and Warranties. Seller hereby represents and warrants to Purchaser as follows:

(a) Authority. Seller has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated conflict with or result in the material breach of any terms, conditions or provisions of or constitute a default under, any bond, note, or other evidence of indebtedness or any agreement to which Seller is a party.

(c) Leases. To Seller's knowledge, attached hereto as Exhibit B is a complete and accurate list of the leases and other occupancy agreements demising any portion of the space in the Improvements. To Seller's knowledge, all of the copies of the Leases delivered by Seller to Purchaser are true and correct copies thereof.

(d) Service Contracts. To Seller's knowledge, attached hereto as Exhibit D is a complete and accurate list of the service contracts and equipment leases which apply to the operation of the Property and will be binding on Purchaser after the Closing. To Seller's knowledge, all of the copies of the Service Contracts delivered by Seller to Purchaser are true and correct copies thereof. Seller shall update Exhibit D prior to Closing.

(e) Violations of Laws. To Seller's knowledge, except as set forth on Schedule 1 attached hereto, Seller has not received any written notice that the Property is currently in violation of any applicable building, fire or other safety laws or regulations.

(f) Litigation. To Seller's knowledge, except as set forth on Schedule 2 attached hereto, no litigation has been served upon Seller, or threatened in writing, with respect to the Property that remains outstanding.

(g) Environmental Condition. Seller has disclosed to Purchaser the Environmental Report for the Property prepared by _____, dated _____ (the "Environmental Report"). Except as disclosed in the Environmental Report, to Seller's knowledge there are no violations of Environmental Laws related to the Property with respect to the presence or release of Hazardous Materials on or from the Property except as disclosed in the environmental reports, if any, delivered by Seller to Purchaser or made available for Purchaser's review. The term "Environmental Laws" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") and other federal laws governing Hazardous Materials as in effect on the date of this Agreement, together with their implementing regulations and guidelines as of the date of this Agreement, and all state and local laws, regulations and ordinances that regulate Hazardous Materials in effect as of the date of this Agreement. "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any applicable law, as currently in effect as of the date of this Agreement (ii) petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) friable asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

(h) Contractors and Suppliers. All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor or have supplied materials in connection with Seller's acquisition, development, ownership, or management of the Property have been paid in full and all liens arising therefrom (or claims which with the passage of time or the giving of notice, or both, could mature into liens) have been satisfied and released.

(i) Independent Unit. The Property is a separately taxed, duly subdivided, independent unit which does not rely on any facilities located on any other property (other than facilities of municipalities or public utilities on or adjoining the Property or through which service is provided to the Property by easements appurtenant to the Property) to fulfill any municipal or other governmental requirement, or for the furnishing to the Property of any essential building systems or utilities (including drainage facilities, catch basins, and retention ponds). No other building or other property that is not part of the Property relies upon any part of the Property to fulfill any municipal or other governmental requirement, or to provide any essential building systems or utilities.

6.2 Survival. The representations and warranties of Seller set forth in this Agreement shall be deemed remade as of Closing, provided that Seller may give Purchaser on or before the Closing Date one or more notices of any modifications (each a "Statement of Modifications") to such representations and warranties which arise after the date hereof, and said representations and warranties as so remade and modified shall survive Closing for a period of six (6) months after the Closing Date, after which all of the representations and warranties of Seller shall become void and of no further force or effect, except for Seller's representations and warranties concerning its authority, which shall survive Closing without limitation on duration.

6.3 Definition of Knowledge. As used in this Section 6 or other provisions of this Agreement, the term "to Seller's knowledge" or "best of Seller's knowledge" or any other reference to the knowledge of Seller (a) shall mean and apply to the actual knowledge of David Barber and not to any other persons or entities, (b) shall mean the actual (and not implied or constructive) knowledge of David Barber, without any duty on such individuals to conduct any investigation or inquiry of any kind, and (c) shall not apply to or be construed to apply to information or material which may be in the possession of Seller generally or incidentally, but which is not actually known to the David Barber. Similarly, any reference to any written notice, claim, litigation, filing or other correspondence or transmittal to Seller set forth herein shall be limited to refer to only those actually received by or known to David Barber in the limited manner provided in clauses (a) - (c) above.

6.4 Limitations Concerning Purchaser's Knowledge and Third Party Protection. Notwithstanding anything contained in this Agreement to the contrary, all of the representations, warranties and certifications (collectively, the "Representations") which are made by Seller and set forth herein or in any of the documents or instruments required to be delivered by Seller hereunder, shall be subject to the following conditions and limitations: (a) there shall be no liability on the part of Seller for any breach of a Representation arising from any matter or circumstance of which Purchaser had knowledge at Closing (including matters and circumstances described in any Statement of Modifications); (b) in the event that prior to the

time of Closing, during the course of Purchaser's inspections, studies, tests and investigations conducted pursuant to Section 3.2 hereof, or through other sources (including any Statement of Modifications), Purchaser gains knowledge of a fact or circumstance which, by its nature, indicates that a Representation was or has become untrue or inaccurate, and such fact or circumstance was not intentionally withheld from Purchaser by Seller with the intent to defraud Purchaser, then Purchaser shall not have the right to bring any lawsuit or other legal action against Seller, nor pursue any other remedies against Seller, as a result of the breach of the Representation caused thereby, but Purchaser's sole and exclusive right and remedy shall be to terminate this Agreement and neither party shall have any further obligations to the other party hereunder, except for the Surviving Obligations. Without limiting Section 16.6 or any other provision hereof, the parties hereto expressly acknowledge and agree that none of Seller's representations, warranties or covenants herein may be relied on by the Title Company, whether by subrogation or otherwise.

SECTION 7 - PURCHASE AS-IS

EXCEPT FOR THE WARRANTIES, IF ANY, PROVIDED BY SELLER, AS DEVELOPER, UNDER THE DEVELOPMENT AGREEMENT, THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THE CLOSING DOCUMENTS, PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE

PROPERTY, (H) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY, (I) THE LEASES OR OTHER AGREEMENTS AFFECTING THE PROPERTY, OR (J) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN THIS AGREEMENT, ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS A SOPHISTICATED AND EXPERIENCED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND HAS BEEN DULY REPRESENTED BY COUNSEL IN CONNECTION WITH THE NEGOTIATION OF THIS AGREEMENT. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY.

SECTION 8 - PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser hereby represents and warrants to Seller as follows:

8.1 Authority. Purchaser has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. Every individual member of the County of Sangamon Board (the "Board") has been properly and duly elected in accordance with all applicable laws. After due inquiry the Purchaser has determined that no individual member of the Board has any conflict of interest with respect to the Project, the Seller, or any professionals or contractors connected with the Project. All resolutions passed by the Board in connection with the Project, the Development Agreement, the Management Agreement and this Agreement have been passed in accordance with all required legal procedures and by a valid and proper vote of the Board, in accordance with all laws.

8.2 Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated conflict with or result in the material breach of any terms, conditions or provisions of or constitute a default under, any bond, note, or other evidence of indebtedness or any agreement to which Purchaser is a party. 8.3

Litigation. There is no action, suit or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser in any court or by or before any other governmental agency or instrumentality which would materially and adversely affect the ability of Purchaser to carry out the transactions contemplated by this Agreement.

The representations and warranties of Purchaser set forth in this Agreement shall be deemed remade as of Closing, and said representations and warranties as so remade shall survive the Closing without limitation on duration.

SECTION 9 - CLOSING COSTS AND HOLDBACK ESCROW

Seller shall pay the following expenses incurred in connection with the transactions described herein: (i) costs to obtain the owner's title policy (excluding any endorsements), (ii) one-half of all closing fees charged by the Title Company [(including escrow and New York Style closing charges)], (iii) the cost of the Survey, and (iv) Seller's legal fees and expenses. Purchaser shall pay all of the other costs and expenses incurred in connection with the transactions described herein, including, without limitation, (a) the costs for any title endorsements, (b) one-half of all closing fees charged by the Title Company, (c) the fee for the recording of the deed, (d) Purchaser's legal fees and expenses and (e) all transfer taxes and documentary stamp taxes. An amount equal to two hundred percent (200%) of the costs to complete the "Punch List" items, as defined in the Development Agreement, shall be held back from the Purchase Price payable to Seller and shall be held in a strict joint order escrow established with Title Company as escrow agent pursuant to a holdback agreement in substantially the form attached hereto as Exhibit L.

SECTION 10 - BROKERAGE COMMISSIONS

Seller and Purchaser each warrant and represent to the other that neither has had any dealings with any broker, agent or finder relating to the sale of the Property or the other transactions contemplated hereby, and each agrees to indemnify, defend and hold the other harmless from and against any claim for brokerage commissions, compensation or fees by any broker, agent or finder in connection the sale of the Property or the other transactions contemplated hereby resulting from the acts of the indemnifying party.

SECTION 11 - NOTICE

All notices, demands and communications (a "Notice") under this Agreement shall be delivered or sent by: (a) first class, registered or certified mail, postage prepaid, return receipt requested or (b) nationally recognized overnight carrier, addressed to the address of the intended recipient set forth below or to such other address as either party may designate by notice pursuant to this Section. Notices shall be deemed given either one business day after delivery to the overnight carrier or three business days after being mailed as provided in clause (a) above.

Notices to Seller:

Springfield East Venture II, LLC
22 Virginia Lane
Springfield, Illinois 62712
Attention: David Barber

With a copy to:

Schwartz Cooper Chartered

180 N. LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: Zisl Edelson, Esq., Stanton B. Miller, Esq.

Notices to Purchaser:

Chairman
Sangamon County Board
200 South Ninth, Room 201
Springfield, Illinois 62701

With a copy to:

Mayer Brown Rowe & Maw LLP
71 South Wacker Drive _____
Chicago, Illinois 60606
Attn: Joanna K. Horsnail, Esq.

SECTION 12 - CASUALTY AND CONDEMNATION

12.1 Seller shall promptly give Purchaser written notice of any damage to the Property, describing such damage, whether such damage is covered by insurance, and the estimated cost of repairing such damage. If such damage is not material, then Seller shall, to the extent possible, begin repairs prior to the Closing and at Closing, Purchaser shall receive a credit for the cost to restore the damaged portion, plus any lost rent as a result of such damage, as reasonably estimated by Purchaser and agreed to by Seller. If such damage is material, Purchaser may elect by notice to Seller given within 10 days after Purchaser is notified of such damage (and the Closing shall be extended, if necessary, to give Purchaser such 10-day period to respond to such notice) to proceed in the same manner as in the case of damage that is not material or to terminate this Agreement.

12.2 If any material portion of the Property is taken in eminent domain proceedings prior to Closing, the Closing shall take place as herein provided without abatement of the Purchase Price, and Seller shall assign and transfer to Purchaser on the Closing Date, without warranty or recourse, all of Seller's right, title and interest in and to all condemnation awards paid or payable to Seller on account of such eminent domain proceedings (less Seller's reasonable costs of collection thereof).

SECTION 13 - OPERATIONS PRIOR TO CLOSING OR TERMINATION

Seller covenants and agrees with Purchaser that after the date hereof until the Closing or termination of this Agreement, Seller shall conduct its business involving the Property as follows:

(a) Seller shall refrain from transferring title to any of the Property (other than use of regular business inventory or transfer of Personal Property no longer used in the operation of the Real Property, all in the ordinary course of business) or creating on the Property any easements or mortgages which will survive Closing.

(b) Seller shall refrain from entering into or amending any contracts or other agreements related to the Property, except for (i) any contracts or agreements related to Seller's development of the Project pursuant to the Development Agreement, (ii) any contracts or agreements related the Seller's obligations, as lessor, under the County Lease, (iii) any contracts or agreements as may be necessary for Seller to fulfill its obligations under the Management Agreement.

(c) Seller shall refrain from offering the Property for sale or marketing the same.

(d) Except with regards to any Service Contract related to Seller's management of the Property pursuant to the Management Agreement, Seller shall terminate any terminable Service Contract promptly after receiving written notice from Purchaser requesting such termination; provided, however, that Purchaser acknowledges and agrees that: (i) all costs and expenses associated with any such termination shall be paid by Purchaser; (ii) any such termination may be conditioned on the completion of the Closing; and (iii) any such termination shall be effective only after expiration of any notice or grace period specified in the provisions of the applicable Service Contract (which may not occur until after the Closing). Any and all Service Contracts not fully and effectively terminated as of Closing shall be assumed by Purchaser at Closing.

(e) Seller shall maintain property and casualty insurance for the Improvements in accordance with the Terms of the Development Agreement and the Lease.

SECTION 14

Reserved.

SECTION 15 - DEFAULTS AND REMEDIES

15.1 Seller Defaults. In the event that Seller, on or prior to the Closing Date, shall default in the performance of its obligations hereunder, Purchaser, as its sole and exclusive remedy, may either (a) seek specific performance of Seller's obligations hereunder, or (b) terminate this Agreement, whereupon neither party shall have any further obligation to the other party hereunder, and receive the actual reasonable out-of-pocket expenses incurred by Purchaser and paid to unrelated or unaffiliated third parties in connection with the performance of any due diligence under this Agreement. In the event that the equitable remedy of specific performance is not available as a result of Seller willful misconduct, Purchaser may seek any other right or remedy available at law or equity for such default by Seller. Except as set forth above, Seller

shall not be liable to Purchaser for any damages, including, without limitation, any direct, punitive, speculative or consequential damages. The provisions of this Section shall not limit Purchaser's or Seller's right to pursue and recover on a claim with respect to any of the Surviving Obligations. **[Add specific right to terminate if property is not acquired by date certain].**

15.2 Purchaser Defaults. In the event that Purchaser, on or prior to the Closing Date, shall default in the performance of its obligations under this Agreement, then Purchaser shall be liable to Seller for all costs and expenses suffered by Seller in connection with the Project and all other damages of any kind suffered by Seller, including, without limitation, direct, punitive, speculative or consequential damages. This provision shall not limit Seller's or Purchaser's rights to pursue and recover on a claim with respect to any of the Surviving Obligations.

15.3 Attorneys' Fees and enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's costs and attorney's fees, including, without limitation, all costs and fees that are incurred in any trial, on any appeal and/or in any bankruptcy proceeding.

SECTION 16 - MISCELLANEOUS

16.1 Entire Agreement; Amendments. This Agreement, together with the exhibits attached hereto, constitute the entire agreement of the parties hereto regarding the purchase and sale of the Property, and all prior agreements, understandings, representations and statements, oral or written, including any so-called letters of intent, are hereby merged herein and superseded hereby. This Agreement may only be amended or modified by an instrument in writing, signed by the party or parties intended to be bound thereby.

16.2 Time. All parties hereto agree that time is of the essence in the performance of the provisions of this Agreement.

16.3 Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

16.4 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Illinois and for all purposes shall be governed by and interpreted in accordance with the laws of the State of Illinois.

16.5 Recordation. Purchaser shall not record this Agreement or a memorandum or other notice thereof in any public office or records without the express written consent of Seller. A breach by Purchaser of this covenant shall constitute a material default by Purchaser under this Agreement.

16.6 Assignment; Third Party Beneficiaries. Purchaser shall not assign this Agreement without Seller's prior written consent, which consent may be withheld for any reason or no reason in Seller's sole discretion. Subject to the previous sentence, this Agreement shall inure to

the benefit of and be binding on and enforceable against the parties hereto and their respective successors and assigns. This Agreement is intended for the benefit of Purchaser and Seller, and except as provided in the indemnity granted by Purchaser under Section 3.2 with respect to the Indemnified Parties described therein, no other person or entity shall be entitled to rely on this Agreement, receive any benefit from it or enforce any provisions of it against Purchaser or Seller.

16.7 Section Headings. The Section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

16.8 Severability. If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

16.9 Waiver of Trial by Jury. Seller and Purchaser, to the extent they may legally do so, hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action or proceeding arising under or with respect to this Agreement, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise. To the extent they may legally do so, Seller and Purchaser hereby agree that any such claim, demand, action, cause of action or proceeding shall be decided by a court trial without a jury and that any party hereto may file an original counterpart or a copy of this Section with any court as written evidence of the consent of the other party or parties hereto to waiver of its or their right to trial by jury.

16.10 Exculpation of Seller and Related Parties. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits hereto attached or in any documents executed in connection herewith (collectively, including this Agreement and said exhibits, the "Purchase Documents"), it is expressly understood and agreed by and between the parties hereto that: (i) the recourse of Purchaser or its successors or assigns against Seller with respect to the alleged breach by or on the part of Seller of any representation, warranty, covenant, undertaking, indemnity or agreement contained in any of the Purchase Documents (collectively, "Seller's Undertakings") shall extend only to Seller's equity interest in the Property (which shall include the net proceeds received by Seller as a result of the sale of the Property to Purchaser) and not to any other assets of Seller or its shareholders, partner or beneficiaries or any of the other persons or entities referred to in clause (ii) below; and (ii) no personal liability or personal responsibility of any sort with respect to any of Seller's Undertakings or any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against, Seller, or against any of its members, managers, shareholders, directors, officers, employees, agents, constituent partners, beneficiaries, trustees or representatives, except to the extent of their equity interest in the Property (or in the net proceeds from the sale thereof).

16.11 Independent Counsel; Interpretation. Purchaser and Seller each acknowledge that: (a) they have been represented by independent counsel in connection with this Agreement; (b) they have executed this Agreement with the advice of such counsel; and (c) this Agreement is the result of arms length negotiations between the parties hereto and the advice and assistance of their respective counsel. Notwithstanding any rule of law to the contrary: (i) the fact that this Agreement was prepared by Seller's counsel as a matter of convenience shall have no import or significance, and any uncertainty or ambiguity in this Agreement shall not be construed against Seller because Seller's counsel prepared this Agreement; and (ii) no deletions from prior drafts of this Agreement shall be construed to create the opposite intent of the deleted provisions.

16.12 Governmental Approvals. Nothing contained in this Agreement shall be construed as authorizing Purchaser to apply for a zoning change, variance, subdivision maps, lot line adjustment, or other discretionary governmental act, approval or permit with respect to the Property prior to the Closing, and Purchaser agrees not to do so. Purchaser agrees not to submit any reports, studies or other documents, including, without limitation, plans and specifications, impact statements for water, sewage, drainage or traffic, environmental review forms, or energy conservation checklists to any governmental agency, or any amendment or modification to any such instruments or documents prior to the Closing. Purchaser's obligation to purchase the Property shall not be subject to or conditioned upon Purchaser's obtaining any variances, zoning amendments, subdivision maps, lot line adjustment or other discretionary governmental act, approval or permit.

16.13 No Waiver. No covenant, term or condition of this Agreement, other than as expressly set forth herein, shall be deemed to have been waived by Seller or Purchaser unless such waiver is in writing and executed by Seller or Purchaser, as the case may be.

16.14 Survival. The Surviving Obligations shall survive any termination of this Agreement. Except as otherwise expressly provided herein, no conditions and no representations, warranties, covenants, agreements or other obligations of Seller in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

EXECUTION PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

SELLER:

SPRINGFIELD EAST VENTURE, II, LLC,
an Illinois limited liability company

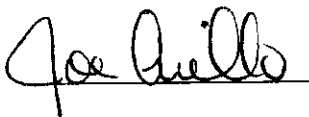
By _____
David Barber, its sole member

PURCHASER:

THE COUNTY OF SANGAMON, ILLINOIS

By _____
Chairman, County Board

Attest:



(Seal)

LIST OF EXHIBITS

I EXHIBITS

- A - Legal Description of Land
- B -
- C -
- D - List of Service Contracts and Equipment Leases
- E - Reserved
- F -
- G - Form of Deed
- H - Form of Lease Termination Agreement
- I -
- J - Form of Assignment and Assumption of Contracts and Additional Property

HAUSERS\DEBB\WP\FORMS\Real Estate Contract (Seller Form).wpd

EXHIBIT G

Warranty Deed

EXHIBIT J
ASSIGNMENT AND ASSUMPTION OF CONTRACTS
AND ADDITIONAL PROPERTY

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ("Assignor"), hereby sells, transfers, assigns, delegates and sets over unto ("Assignee"), its legal representatives, successors and assigns, all of Assignor's rights, title, interests, duties, obligations and liabilities under or with respect to the "Service Contracts" and "Additional Property," as such terms are defined and described in that certain Agreement of Purchase and Sale dated __, 19__ between Assignor, as seller, and [Assignee], as purchaser [, **as amended by C Add Description of Amendments, if any**], which relate to the operation of the real estate described on Exhibit A attached hereto (the "Property").

Assignee does hereby accept the foregoing assignment of the Service Contracts and the Additional Property, and does hereby assume and agree to perform, fulfill and observe all of the duties, obligations and liabilities to be performed, fulfilled or observed by the owner of the Property under or with respect to the Service Contracts or the Additional Property.

This Assignment and Assumption of Contracts and Additional Property shall be binding on and shall inure to the benefit of Assignor and Assignee and their respective legal representatives, heirs, successors and assigns.

This Assignment and Assumption of Contracts and Additional Property may be executed in counterparts, and as so executed shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Contracts and Additional Property as of the ____ day of _____, 2007.

ASSIGNOR:

By: _____
By: _____

ASSIGNEE:

By: _____
By: _____

EXHIBIT K
SURVEYOR'S CERTIFICATE

To: The County of Sangamon, Illinois, a body corporate and politic and a unit of local government of the State of Illinois, [Title Company].

This is to certify that this map or plat and the survey on which it is based were made on the date shown below of the premises described in _____ Title Insurance Company Title Commitment No. _____ dated _____, 200__, and in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Survey's," jointly established and adopted by ALTA and ACSM in 1999, as defined therein and includes Items 1, 2, 3, 4, 6, 7(a), 7(b)(i), 7(c), 8, 9, 10, 11(a), 13, 14, 15 and 16 of Table A thereof, indicates all access easements and off-site easements appurtenant, the undersigned further certifies that the Positional Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerance.

The survey correctly shows the zone designation of [insert zone designation] (describe zone designation), according to the current Federal Emergency Management Agency Maps which make up part of the National Flood Insurance Administration Report; Community No. _____, Panel No. _____ dated _____, 200__.

Except as **shown hereon**, there are no (i) encroachments upon the subject property; (ii) encroachments on adjacent property, streets, easements or alleyways by any improvements on the subject property; or (iii) party walls: [Surveyor to: (a) specify exceptions to the above statements, or (b) insert the word "none"].

There are no violations of any building set back lines on the subject property, except as shown below: [Surveyor to: (a) specify violations, or (b) insert the word "none"].

The subject property has ingress and egress to and from _____, which is a paved and dedicated public right-of-way.

The survey prepared by me entitled "A.L.T.A./A.C.S.M. Land Title Survey of a _____ Acre tract" was actually made upon the ground under my supervision and that it and the information, courses and distances shown thereon are correct; that the size, location and type of buildings and improvements are as shown and all are within the boundary lines of the property; that all visible utility services are shown; and that the survey shows the location of the storm drainage system.

[Surveyor's Name]

By _____
Date _____
Registered Land Surveyor No. _____
Date of Survey: _____
Date of Revision: _____

*Note: In addition to and/or after the Certification, the Survey should include a note or notes that reflect: (i) the zoning classification for the property, (ii) the permitted uses and parking requirements

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applicable to such zoning classification, (iii) the source(s) of such zoning information, and (iv) the street address of the property.

EXHIBIT L

HOLDBACK ESCROW AGREEMENT

Exhibit C**Induced Expenses**

Costs and expenses associated with the acquisition, design, construction, renovation, repair, equipping and furnishing of a new public health facility building to be located within the County of Sangamon, Illinois, and related soft costs (including, without limitation, legal, architectural, engineering and other consulting costs and expenses) and the costs associated with the financing of all or any of such costs and expenses.