

FILED

JUN 25 2009

Joe Aiello
Sangamon County Clerk

Resolution No. 3-1

WHEREAS, the Sangamon County Department of Public Health (the "SCDPH") is in need of a single consolidated facility (the "New County Health Facility") to provide services to the residents of the County of Sangamon, Illinois (the "County"); and

WHEREAS, the current leases for the SCDPH offices located at 1415 East Jefferson, 2501 N. Dirksen Parkway, and 3130 Chatham Road will expire in 2009; and

WHEREAS, the Sangamon County Community Resources Department provides services that benefit a good number of clients served by SCDPH; and

WHEREAS, locating the Sangamon County Community Resources Department with SCDPH would enhance the delivery of services to County residents; and

WHEREAS, the Public Health Facilities Planning Committee (the "Committee"), which is comprised of County Board and Board of Health members, has received a proposal from Illinois Asset Equity Investors, LLC (the "Developer") to renovate the building located at 2833 South Grand Avenue East in Springfield (the "Property") and lease it to the County or its designee for use as the New County Health Facility and for other County purposes; and

WHEREAS, the Developer proposes to lease the Property to the County, following renovation by the Developer of the building on the Property in accordance with drawings and specifications approved by the County or its designee, and grant to the County the option to purchase the Property in or after 2010;

WHEREAS, after careful review of the proposal submitted by the Developer, the Committee has recommended that the County enter into a letter of intent with the Developer with respect to the renovation and lease of the Property for use as the New County Health Facility; and

WHEREAS, the County Board has determined that it is in the best interests of the County to (i) enter into a letter of intent with the Developer with respect to the renovation and lease of the Property for use as a New County Health Facility and for other County purposes, and (ii) negotiate with the Developer the terms of a lease and purchase option agreement with respect to the Property.

NOW, THEREFORE, BE IT RESOLVED, by the members of the Board of Sangamon County, Illinois, in session this 25th day of June, 2009, as follows:

1. That the Chairman of the Board or his designee is hereby authorized to execute a letter of intent (the "Letter of Intent") with the Developer with respect to the renovation and lease of the Property for use as the New County Health Facility. The Letter of Intent shall be in substantially the form attached hereto as Exhibit A, with such changes as the Chairman shall determine to be in the best interests of the County, and the execution of the Letter of Intent shall be conclusive evidence of the Authority's approval thereof.

LEASE TERM SHEET

Sangamon County Health Facility, 2833 South Grand Avenue East, Springfield, Illinois

The following is a summary of terms that would be included in the lease (the "Lease") between Illinois Asset Equity Investors, LLC and the County of Sangamon, Illinois:

1. Term: The Lease shall have an initial term of twenty (20) years commencing on substantial completion of the Building (the "Commencement Date") and expiring on the 20th anniversary of the Commencement Date. The Commencement Date shall not be earlier than _____, 2009 or later than the date that is seven months following the date on which the parties approve the final drawings and specifications for the renovation of the Building (as defined below) for Tenant's use.
2. Tenant: County of Sangamon
3. Landlord: Illinois Asset Equity Investors, LLC
4. Premises: 2833 South Grand Avenue East, Springfield, IL, consisting of a 4.6 acre parcel of land and an approximately 60,062 square foot building (the "Building"), along with any sight line easement(s) that are associated with the Premises. The Premises will not include the outlots [describe these more precisely]; provided, however, that the Landlord must get the consent of the Tenant prior to any development or use of the outlots prior to Landlord developing, using or permitting the development or use of the outlots, which consent shall not be unreasonably withheld or delayed by the Tenant.
5. Rent: Rent shall be \$10,700 per month, payable in advance on the first (1st) day of each month, commencing on the Commencement Date through the 15th month thereafter. For the period beginning in the 16th month and continuing for 12 months thereafter, monthly rent shall be shall be \$_____ per month. At the beginning of every subsequent 12-month period, rent shall be increased by three percent (3%).
6. Insurance and Taxes: Triple net, Tenant to pay all property taxes (relating to the time period after the Commencement Date), insurance and routine maintenance costs relating to the Premises. Notwithstanding the foregoing, the Landlord shall be responsible for correcting any defects in the Premises and all capital repairs to the Premises.
7. Indemnity: Each of Tenant and Landlord shall indemnify, defend and hold each other harmless from and against any claims brought by third parties and that arise from the indemnifying parties' or their respective agents', contractors' or employees' acts or omissions. Each of Tenant and Landlord shall waive claims against the other for loss or damage incurred by the waiving party with respect to its own property or economic interest.
8. Right to Purchase Premises: At any time beginning 12 months after June __, 2009 and prior to 15 months after such date, Tenant or its assignee shall have the right to purchase Landlord's interest in the Premises at a purchase price equal to \$6,420,000, as adjusted as hereinafter described (the "Purchase Price"). Tenant shall have the right the exercise a binding option to purchase the Premises on any date after June __, 2009. The closing shall occur on the date that is forty-five

13. General. This Term Sheet is intended to set forth certain principal business terms upon which the parties would like to proceed in good faith to prepare and negotiate final documentation.

June __, 2009

The County of Sangamon, Illinois
200 South Ninth Street
Springfield, IL 62701

Illinois Asset Equity Investors, LLC

Re: Sangamon County Health Facility, 2833 South Grand Avenue East, Springfield, Illinois

The lease term sheet attached as Exhibit A (the "Term Sheet") outlines the basic terms under which Illinois Asset Equity Investors, LLC ("AIEI") agrees to renovate and lease to the County of Sangamon, Illinois ("Sangamon") a build-to-suit public healthcare facility to be located on a 4.6-acre parcel of land and sight easement associated therewith located in Springfield, Illinois and more specifically described in Exhibit B hereto (the "Premises"). AIEI and Sangamon are prepared to commence negotiations on a mutually acceptable Lease incorporating the terms set forth in the Term Sheet and subject to the following:

1. Contingencies. The Lease will be contingent upon the following:
 - (a) Site Acquisition. On or before June __, 2009, AIEI shall have exercised its option to acquire the Premises from the current owner thereof and shall have acquired the Premises on or before _____, 2009;
 - (b) Development Approvals and Utilities. On or before July __, 2009, AIEI shall have obtained all zoning, platting, site plan, signage and any other approvals and entitlements including building permits, subject to conditions and restrictions acceptable to AIEI and Sangamon ("Approvals"), from all applicable governmental authorities required to begin the development and construction of the proposed facility, and agreements with utility providers on terms satisfactory to AIEI and Sangamon;
 - (c) Internal Approvals. On or before the date hereof, AIEI shall have obtained any required internal approvals to proceed with the project; and
 - (d) Sangamon's Financing. Prior to execution of the Lease, Sangamon shall have obtained financing of the Purchase Price (as defined in Exhibit A hereto), or is reasonably satisfied that it can obtain financing of the Purchase Price, in Sangamon's sole discretion, at a rate of not more than 5% over a 15-year term.

2. Confidentiality. AIEI shall make no public announcement or undertake publicity relating to this Term Sheet or the Premises without the consent of Sangamon.

3. Legal Effect. AIEI and Sangamon each acknowledge that a transaction of this type involves terms and conditions which have not yet been agreed upon and that this letter and the Term Sheet are not a complete or definitive statement of all the terms and conditions of the proposed transaction. The parties agree to negotiate in good faith the terms of the Lease in a prompt manner.

IN WITNESS WHEREOF, the parties hereto have caused this letter of intent to be executed as of June __, 2009.

ILLINOIS ASSET EQUITY INVESTORS, LLC,
a [_____] limited liability company

By: _____
Name: _____
Its: _____
Date: _____

COUNTY BOARD OF SANGAMON COUNTY,
ILLINOIS

By: A. Sun Datta
Name: _____
Its: _____
Date: _____

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES