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Recorded: 01/22/2007 at 12:38:13 PM
Receipt#: 2007-00001291
Total Amt: \$127.00 Page 1 of 74
IL Rental Housing Fund: \$10.00
McLean County, IL
H. Lee Newcom Recorder

This instrument was prepared by
and after Recording Return to:

Jacob S. Lowry
Polsinelli Shalton Welte Suelthaus PC
700 West 47th Street, Suite 1000
Kansas City, Missouri 64112
(816) 360-4375
Fax: (816) 753-1536

File **2007-00001975**

**ESTOPPEL CERTIFICATE, CONSENT AND
AMENDMENT AGREEMENT**

CITY OF BLOOMINGTON

AS LESSOR

BLOOMINGTON CHATEAU PARTNERS, LLC

AS LESSEE

AND

BARCLAYS CAPITAL REAL ESTATE INC.

AS LENDER

Loan No.: 20061834
Jumer's Chateau, Bloomington, McLean County, Illinois

First American Title Order # 249607 1 of 7

**ESTOPPEL CERTIFICATE, CONSENT
AND AMENDMENT AGREEMENT**

THIS ESTOPPEL CERTIFICATE, CONSENT AND AMENDMENT AGREEMENT ("**Agreement**") is dated as of the 5th day of JANUARY, 2007, by the **CITY OF BLOOMINGTON** (the "**Lessor**"), and **BLOOMINGTON CHATEAU PARTNERS, LLC**, an Illinois limited liability company (the "**Lessee**"), in favor of **BARCLAYS CAPITAL REAL ESTATE INC.**, a Delaware corporation (the "**Lender**").

RECITALS

Lessor and Lender acknowledge the following:

A. On November 12, 1986, Lessor and **Jumer's of Bloomington, Inc.**, predecessor in interest to Lessee, entered into that certain City of Bloomington Conference Center Lease Agreement (as at any time amended, the "**Lease**") covering the premises (the "**Leased Premises**") located at 1601 Jumer Drive, Bloomington, McLean County, Illinois and more particularly described as follows:

Lot 2 in Jumer's Subdivision, according to the Plat thereof recorded March 27, 1987 as Document No. 87-5724, in McLEAN COUNTY, Illinois ("**Lot 2**"), together with all buildings, improvements and structures at any time, now or hereafter, erected, situated or placed upon Lot 2; and all rights, privileges, easements, hereditments, appendages and appurtenances at any time now or hereafter, belonging or appertaining to Lot 2.

and as set forth by the memorandum of Lease and option recorded May 6, 1987 as Document No. 87-8737
Commonly known as The Conference Center at 1601 Jumer Drive, Bloomington, Illinois 61607.

PIN: *1426401008*

B. Lender intends to extend a loan (the "**Loan**") to Lessee to be evidenced by that certain Promissory Note made by Lessee and payable to the order of Lender (as at any time amended, the "**Note**"), and secured by, inter alia, that certain first lien Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing granted by Lessee in favor of Lender (as at any time amended, the "**Security Instrument**") encumbering the Lease and Lessee's leasehold estate in the Leased Premises, all improvements thereon, and certain other property owned by Lessee (collectively the "**Mortgaged Property**"). The Note, the Security Instrument, that certain Assignment of Leases and Rents executed by Lessee in favor of Lender (as at any time amended, the "**Assignment**"), and all other documents executed in connection with the Loan are collectively referred to herein as the "**Loan Documents**." Any terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

AGREEMENTS

NOW THEREFORE, in order to induce Lender to make the Loan to Lessee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor agrees as follows:

1. Lessor hereby confirms the following:

(a) A true, correct and complete copy of the Lease is attached hereto as **Exhibit B**, and the Lease has not been amended except as expressly set forth in **Exhibit B**. The Lease is in full force and effect and constitutes the entire agreement between Lessor and Lessee with respect to the Leased Premises and the Lease. Lessee has accepted and is occupying the entire premises demised under the Lease, and all improvements to the Leased Premises required under the Lease to have been performed by Lessor or Lessee have been completed. The Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms.

(b) The term of the Lease commenced on November 12, 1986 and expires on December 31, 2027. Lessee has no option or other right to extend the term of the Lease beyond December 31, 2027. Lessee has a purchase option with respect to the Leased Premises, which purchase rights are set forth in Section 20 of the Lease.

(c) The current monthly rental is \$1.00. Such rental payment and all other charges that are due and unpaid under the Lease as of the date of this Agreement have been paid, and, with respect to such monthly rental of \$1.00 (the "**Base Rent**"), the same has been paid in full for the entire term of the Lease. Lessee is also required to pay Additional Rent (as such term is defined in Section 3.02 of the Lease).

(d) There is no agreement relating to the use, occupancy or purchase of the Leased Premises or any other matter relating to the Leased Premises or any part thereof or any interest therein between Lessor and Lessee, except as set forth in the Lease.

(e) Neither Lessor nor Lessee is in default under the Lease, nor does Lessor or Lessee have any knowledge of the existence of any event which, with the giving of notice, the passage of time, or both, would constitute a default by Lessor or Lessee under the Lease. There are no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease, or the rents or other charges due thereunder, or any amounts owing under any other agreement. All monetary obligations due under the Lease to date have been fully and currently paid. Lessee has no claim against Lessor for any security, rental, cleaning or other deposits. No controversy presently exists between Lessor and Lessee, including any litigation or arbitration, with respect to the Lease or the Leased Premises.

(f) Lessor is the record owner of the fee interest in the Leased Premises, subject to the Lease. Lessor has not assigned, transferred, sold, encumbered or mortgaged its interest in the Lease, the Leased Premises, or any part thereof except as expressly set forth in **Exhibit C**, and there currently are no mortgages, deeds of trust or other liens or security interests encumbering Lessor's fee interest in the Leased Premises

or any part thereof, except as set forth in **Exhibit C**. No third party has any option, preferential right or right of first refusal to purchase the Leased Premises or any part thereof or Lessor's underlying fee interest. No consent or approval of any third party is required in order for Lessor to deliver this Agreement and to fully perform Lessor's obligations hereunder, in favor of Lender or any other mortgagee in connection with any refinancing of the Security Instrument, which refinancing may be upon such terms and conditions as Lessee may agree in its sole discretion.

(g) To the best knowledge of Lessor, neither Lessor nor Lessee has any offsets or credits against rentals due or payable or to become due or payable under the Lease nor any counterclaims or defenses thereunder.

(h) Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessee's or Lessor's interest in the Leased Premises.

(i) The parties hereto acknowledge that Lender's security interest in the Lease shall extend to Lessee's leasehold estate in the Leased Premises, the improvements thereon, and all of Lessee's personal property located on the Leased Premises, as more fully described in the Loan Documents. Lessor hereby acknowledges such security interest of Lender and agrees that no further notice is required under the Lease. Lessor further agrees that this Agreement shall satisfy any requirement under the Lease regarding requests for notice from Lender. Lessor shall send all notices, statements, information and communications to Lender in accordance with the provisions set forth below.

2. Lessor reaffirms all of its obligations under the Lease with respect to any leasehold mortgages granted by Lessee, including, without limitation, the provisions of **Section 18** thereunder.

3. Lessor acknowledges that Lender is the holder of the Security Instrument and Assignment covering the Leased Premises. Lessor hereby consents to the execution, delivery, performance and recordation of the Security Instrument and Assignment. Lessor irrevocably and unconditionally subordinates any and all statutory and possessory liens for rent and any other sums that Lessor may have or assert under the Lease against any of Lessee's assets, to the lien of the Security Instrument and Assignment.

4. Lessor hereby irrevocably and unconditionally subordinates any and all interest, claim or right in and to the collateral described on **Exhibit A** attached hereto (the "**Collateral**"), however arising, to the lien or security interest of the Lender thereunder and agrees not to foreclose or levy against such Collateral while Lessee is indebted to Lender and waives any claims against Lender based on marshalling of assets or other equitable principles.

5. Lessor agrees that it will not unreasonably withhold, unduly delay or unreasonably condition its consent to any person or entity to which Lender desires to sell or assign or sublet the Leasehold Estate (as defined in the Lease) encumbered by the Security

Instrument and Assignment, and the parties agrees that no consent of Lessor shall be required in connection with any assignment of the Security Instrument or the Assignment.

6. In the event that Lender succeeds to the interest of Lessee's Leasehold Estate and provided the Lease or New Lease (as defined in the Lease), as the case may be, is in full force and effect and there are no defaults thereunder, the rights of the Lender (or any nominee of Lender), or any acquirer of Lessee's Leasehold Estate shall not be affected or disturbed by Lessor, nor shall the Lender or such acquirer in any way be deprived of its rights under the Lease or New Lease.

7. Lessor agrees that there shall be no cancellation, surrender, amendment or modification of the Lease without the prior written consent of Lender.

8. Nothing herein contained shall impose any obligation upon Lender as holder of a Security Instrument to perform any of the obligations of Lessee under the Lease except at the times and under the conditions as set forth in the Lease.

9. Notwithstanding anything in the Lease to the contrary, Lessor and Lessee hereby agree that the Lease is hereby amended to add the following Section 23:

23.00 Mortgagee Provisions. The provisions of this Section shall supersede any contrary or inconsistent provisions in this Lease and in the event of any inconsistency between the provisions of this Section and any other provision of this Lease, the provisions of this Section shall govern.

23.01 Tenant's Right to Mortgage Lease; Recognition of Lender as Leasehold Mortgagee. Tenant shall have the absolute right, without seeking the consent or approval of Landlord, to grant a first lien leasehold mortgage or deed of trust, as the case may be (as the same may be amended from time to time, the "Security Instrument"), encumbering Tenant's interest in the demised premises (the "Property") and in this Lease. Landlord hereby recognizes and acknowledges that the first priority leasehold mortgage or deed of trust (as applicable) from Tenant to **Barclays Capital Real Estate Inc.**, a Delaware corporation (together with its successors and assigns, "Lender") constitutes a "Security Instrument" and that Barclays Capital Real Estate Inc. and its successors and assigns constitutes a "Lender" as those terms are defined in this Section. "Lender" as used herein shall mean, at any point in time, the holder of a Security Instrument. "Security Instrument" as used herein shall mean, at any point in time, a first lien leasehold mortgage or deed of trust, as the case may be (as the same may be amended from time to time), encumbering Tenant's interest in the Property and this Lease. Lender intends to extend a loan (the "Loan") to Tenant to be evidenced by that certain Promissory Note made by Tenant and payable to the order of Lender (as at any time amended, the "Note"). The Note, the Security Instrument and all other documents executed in connection with the Loan are collectively referred to herein as the "Loan Documents."

23.02 Right to Perform for Tenant; Right to Cure. In addition to the rights provided in Section 18 of this Lease, Landlord acknowledges and agrees that Lender shall have the right to perform or comply with any term, covenant, condition or agreement to be performed by Tenant under this Lease and Landlord shall accept such performance or compliance by Lender with the same force and effect as if furnished by Tenant. In the event of a monetary default by Tenant under this Lease and prior to any termination of this Lease by Landlord, Landlord acknowledges and agrees that Landlord shall provide Lender with notice of the same and Lender shall have the right (but not the obligation) to remedy such monetary default by paying any past due amounts under this Lease (and without regard to any acceleration of rent) within the same period of time as Tenant has under this Lease, plus an additional sixty (60) days. In the event of a non-monetary default by Tenant hereunder and prior to any termination of this Lease by Landlord, Landlord acknowledges and agrees that Landlord shall provide Lender with notice of the same and Lender shall have the right (but not the obligation) to remedy or cause to be remedied any such non-monetary default within the same period of time as Tenant has under this Lease, plus such additional time as Lender reasonably requires to remedy or cause to be remedied such non-monetary default. Landlord agrees that Landlord shall not terminate this Lease in connection with any such non-monetary default which Lender has elected to remedy or cause to be remedied so long as Lender attempts to remedy such default with diligence toward completion. Further, Landlord is prohibiting from terminating the Lease for any non-curable defaults.

23.04 Lender's Consent. Neither Landlord nor Tenant will amend, modify, terminate, cancel or surrender this Lease without Lender's prior written consent, and unless such prior written consent is obtained, any such action shall be null and void and of no force or effect.

23.05 Delivery of Notices. Landlord shall simultaneously deliver to Lender copies of all notices, statements, information and communications delivered or required to be delivered to Tenant pursuant to this Lease, including, without limitation, any notice of any default by Tenant. In addition, Landlord shall promptly notify Lender in writing of any failure by Tenant to perform any of Tenant's obligations under this Lease. No notice, statement, information, modification, termination or communication given by Landlord to Tenant shall be binding or affect Lender unless a copy of the same shall have simultaneously been delivered to Lender. All notices to Lender shall be addressed as follows: Barclays Capital Real Estate Inc., 200 Park Avenue, New York, New York 10166, Attn: Lori Rung, or at such other address as Lender shall provide in writing to the other parties hereto, and shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, return receipt requested, or (b) expedited prepaid delivery service, either commercial or

United States Postal Service, with proof of attempted delivery. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered (as evidenced by the receipt) or the first attempted delivery on a business day; or in the case of expedited prepaid delivery, upon the first attempted delivery on a business day.

- 23.06 Lender Not Obligated Under Lease; Permitted Transfers. Unless and until Lender acquires title to the leasehold estate created by this Lease, Landlord hereby acknowledges that the granting of the Security Instrument by Tenant to Lender shall not be deemed to constitute a present assignment or transfer of this Lease or Tenant's leasehold estate in the Property, nor shall Lender be deemed to be a present assignee or transferee of this Lease or Tenant's leasehold estate, so as to require Lender under any circumstances to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed thereunder unless Lender elects to do so in its sole discretion. Notwithstanding the foregoing, the purchaser of Tenant's leasehold estate pursuant to any proceedings for the foreclosure of the Security Instrument (including, without limitation, power of sale) and any assignee or transferee of this Lease and the leasehold estate thereby created under any instrument of assignment or transfer in lieu of the foreclosure (whether to Lender or any third party) shall be deemed to be a permitted purchaser, assignee or transferee (each, a "**Permitted Transferee**") under this Lease and neither Tenant nor any Permitted Transferee shall be required to obtain Landlord's consent to such sale, assignment or transfer (each a "**Permitted Transfer**"). In acquiring title to this Lease and the leasehold estate created thereby, a Permitted Transferee shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed under this Lease from and after the date of such Permitted Transfer (but not for any obligations or liabilities accruing prior to such date), and such Permitted Transferee shall be liable for the obligations and liabilities of the Tenant under this Lease only for so long as such Permitted Transferee remains the owner of this Lease and the leasehold estate created thereby. Any further sale, assignment or transfer of this Lease by a Permitted Transferee shall not require the consent of Landlord, and such Permitted Transferee shall have no further obligations or liabilities under this Lease after any new purchaser, transferee or assignee has assumed the obligations of such Permitted Transferee under this Lease.
- 23.07 Landlord's Mortgages. Landlord shall not permit any liens or security interests to exist on the fee interest in the Property and, if any of the same at any time exist, the same shall be subordinate to this Lease and any Security Instrument.

23.08 Casualty and Insurance Proceeds. So long as the indebtedness or any part thereof evidenced by the Note remains outstanding and unpaid and the Security Instrument remains of record, Landlord and Tenant agree that: (a) this Lease shall not terminate or be cancelled without Lender's prior consent if the Property or any part thereof has been damaged or destroyed by fire or other casualty; (b) the insurance policies required to be maintained pursuant to this Lease shall name Lender as an additional named insured and loss payee/mortgagee; (c) the form of such policies and amounts thereof shall at all times comply with the requirements of the Security Instrument; (d) Lender shall be entitled, at Lender's option, to participate in any adjustment, settlement or compromise with respect to any insurance claim; and (e) all proceeds of such insurance policies shall be payable first to Lender as loss payee to be applied by Lender in accordance with the terms of the Security Instrument or other applicable Loan Documents. Landlord hereby subordinates any right it may have under this Lease to receive such proceeds to protect Lender's right to receive such proceeds.

23.09 Condemnation and Condemnation Proceeds. So long as the indebtedness or any part thereof evidenced by the Note remains outstanding and unpaid and the Security Instrument remains of record, Landlord and Tenant agree that: (a) this Lease shall not terminate or be cancelled without Lender's prior consent or unless required by law if all or any part of the Property shall be taken or condemned pursuant to an eminent domain proceeding; and (b) any and all awards payable to Landlord or Tenant in connection with any taking or condemnation shall be payable to Lender and disbursed as follows: (i) first, to Lender for the greater of (a) the value of the leasehold estate created by this Lease and the value of the improvements located on the Property up to an amount equaling the outstanding principal balance of any loan secured by the Security Instrument, and any interest accrued thereon, or (b) the outstanding balance of the loan secured by the Security Instrument, and (ii) second, to Landlord and Tenant in accordance with the terms of this Lease. Without limitation of the foregoing, Lender shall have the right to apply its portion of the condemnation proceeds in accordance with the terms of the Security Instrument or other applicable Loan Documents and shall be entitled, at its option, to participate in any compromise, settlement or adjustment with respect to any condemnation or taking of the Property.

23.10 New Direct Lease. If this Lease is cancelled or terminated for any reason (except in connection with bankruptcy proceedings, for which the provisions of Section 23.12 are hereby agreed upon by Landlord and Tenant), Landlord hereby agrees that Landlord shall, upon Lender's written election, promptly enter in a new, direct lease with Lender (or its nominee or any other party which Lender may designate, including without limitation, Tenant) demising the Property on the same terms and conditions as this Lease, it being the intention of the parties to preserve

this Lease and leasehold estate created by this Lease for the benefit of Lender without interruption. Such new lease shall be superior to all rights, liens and interests intervening between the date of this Lease and the granting of the new lease and shall be free of any and all rights of Tenant under this Lease.

23.11 Encumbrance of New Direct Lease. Tenant and Landlord acknowledge and agree that Lender shall have the right to encumber such new direct lease and the estate created thereby with a deed of trust or a mortgage (as the case may be) on the same terms and with the same lien priority as the Security Instrument, it being the intention of the parties to preserve the priority of the Security Instrument, this Lease and the leasehold estate created by this Lease for the benefit of Lender without interruption. If this Lease is rejected, cancelled or terminated for any reason and Lender, its nominee or designee enters into a direct lease with Landlord demising the Property, Landlord hereby agrees that it will execute such documents as Lender may require in order to ensure that the new direct lease provides for customary leasehold mortgagee protections, including, without limitation, protections similar to those contained herein and elsewhere in this Lease.

23.12 Bankruptcy. In the event of any proceeding involving Landlord or Tenant under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:

(a) If this Lease is rejected in connection with a bankruptcy proceeding by Tenant or a trustee in bankruptcy (or other party to such proceeding) for Tenant, such rejection shall be deemed an assignment by Tenant to the Lender of the Property and all of Tenant's interest under this Lease, and this Lease shall not terminate and the Lender shall have all rights of the Tenant as if such bankruptcy proceeding had not occurred, unless Lender shall reject such deemed assignment by notice in writing to Landlord within thirty (30) days following rejection of this Lease by Tenant or Tenant's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Tenant or the trustee in connection with any such proceeding, the rights of Lender to a new lease from Landlord pursuant to Section 23.10 hereof shall not be affected thereby.

(b) In the event of a proceeding involving Landlord under the Bankruptcy Code:

(i) In the event the bankruptcy trustee, Landlord (as debtor-in-possession) or any party to such proceeding seeks to reject this Lease pursuant to United States Bankruptcy Code

§365(h)(1), Tenant shall not have the right to treat this Lease as terminated except with the prior written consent of Lender and the right to treat this Lease as terminated in such event shall be deemed assigned to Lender, whether or not specifically set forth in the Security Instrument, so that the concurrence in writing of Tenant and the Lender shall be required as a condition to treating this Lease as terminated in connection with such proceeding.

- (ii) Unless this Lease is treated as terminated in accordance with subsection 23.12(b)(i) above, then this Lease shall continue in effect upon all the terms and conditions set forth herein, including rent, but excluding requirements that are not then applicable or pertinent to the remainder of the term of this Lease. Thereafter, Tenant or its successors shall be entitled to any offsets against rent payable under this Lease for the balance of the term of this Lease or extension of this Lease, the value of any damage caused by the nonperformance after the date of such rejection of any obligation of the debtor under this Lease and any damages arising from such bankruptcy, and any such offset shall not be deemed a default under this Lease. The lien of the Security Instrument shall extend to the continuing possessory rights of Tenant following such rejection with the same priority as it would have enjoyed had such rejection not taken place.

23.13 No Merger. In the event the ownership of the fee and leasehold interest of the Property become vested in the same person or entity, other than as a result of termination of this Lease, then as long as the Security Instrument shall remain outstanding, such occurrence shall not result in a merger of title. Rather, this Lease and the Security Instrument lien thereon shall remain in full force and effect.

23.14 Assignment of Extension/Purchase Rights. Tenant hereby assigns to Lender and grants Lender a security interest in all extension, renewal and/or purchase rights under this Lease. Landlord consents to such assignment and agrees that Lender may exercise such extension, renewal and/or purchase rights at its election in accordance with the terms of this Lease.

23.15 Subordination of Option to Purchase. Landlord and Tenant hereby subordinate the Tenant's option to purchase the Property in Section 20 of this Lease to the Security Instrument and other Loan Documents.

23.16 Assignment and Subletting of Property by Lender. Notwithstanding any provisions of the Lease to the contrary, following a foreclosure of the

Security Instrument (or deed in lieu thereof) and the acquisition of the leasehold interest, Lender or its assignee or transferee may (i) assign or convey the leasehold interest without obtaining Lessor's prior approval or consent, and (ii) sublet any part or all of the Property without obtaining Lessor's prior approval or consent.

10. This Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the state in which the Leased Premises is located (without giving effect to such state's principles of conflicts of law). This Agreement shall be binding upon and shall inure to the benefit of Lessor, Lender and Lessee and each of their respective successors and assigns and any holder or beneficiary of the Security Instrument. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original. At Lender's option, this Agreement (or a memorandum hereof) shall be recorded in the public land records of the jurisdiction in which the Leased Premises is located. The rights of Lender hereunder are in addition to the rights of Lender granted in the Security Instrument and/or the Lease and shall not be in derogation thereof. All agreements and covenants contained herein are severable, and if any one of them is held to be invalid, then this Agreement shall be interpreted as if such invalid provisions were not contained herein. To the extent terms in this Agreement conflict with the terms of the Lease, the terms of this Agreement shall control. No consent or approval of any third party is required in order for Lessor to deliver this Agreement and to perform fully its obligations hereunder.

11. Lessor has executed this Agreement for the purpose of inducing Lender to make the Loan and with full knowledge that Lender shall rely upon the representations, warranties, covenants and agreements herein contained when making the Loan to Lessee and that, but for this instrument and the representations, warranties, covenants and agreements herein contained, Lender would not take such actions.

12. Lender may, without affecting the validity of this Agreement, extend the time for payment of the Loan or alter the terms and conditions of any agreement between Lessee and Lender, including, but not limited to, the Note and the Security Instrument, without the consent of, or notice to, Lessor and without in any manner impairing or otherwise affecting Lender's rights under this Agreement.

13. Lessor represents that persons executing this Agreement are authorized to do so.

14. The parties agree that Section 15.00 of the Lease shall survive any termination of the Lease, that Lender and its successors and assigns and any owner and future owner of the real estate upon which Jumer's Chateau was constructed (the "**Adjoining Party**") shall be third party beneficiaries of the covenants of such Section 15.00 and, to the extent set forth in such Section 15.00, Lessor agrees to promptly enter into such reciprocal easement declarations and amendments thereto as Lender and/or any such owner of the Adjoining Property, and their respective successors and assigns, may from time to time reasonably require.

[The remainder of this page intentionally left blank]

Dated as of the _____ day of _____, 2006.

LESSOR:

CITY OF BLOOMINGTON

By: Todd Greenburg
Name: Todd Greenburg
Title: Corporation Counsel

By: _____
Name: _____
Title: _____

LESSEE:

**BLOOMINGTON CHATEAU PARTNERS,
LLC,**
an Illinois limited liability company

By: _____
James P. Rix, Manager

LENDER:

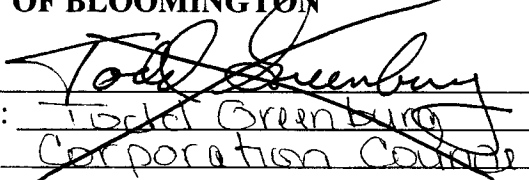
BARCLAYS CAPITAL REAL ESTATE INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Dated as of the _____ day of _____, 2006.

LESSOR:

CITY OF BLOOMINGTON

By: 
Name: Todd Greenburg
Title: Corporation Counsel

By: _____
Name: _____
Title: _____

LESSEE:

**BLOOMINGTON CHATEAU PARTNERS,
LLC,**
an Illinois limited liability company

By: 
James P. Rix, Manager

LENDER:

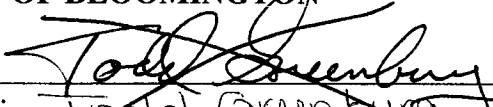
BARCLAYS CAPITAL REAL ESTATE INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Dated as of the _____ day of _____, 2006.

LESSOR:

CITY OF BLOOMINGTON

By: 
Name: Todd Greenburg
Title: Corporation Counsel

By: _____
Name: _____
Title: _____

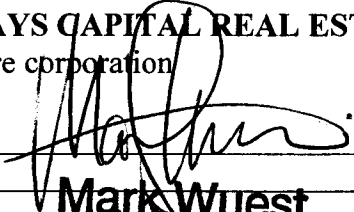
LESSEE:

**BLOOMINGTON CHATEAU PARTNERS,
LLC,**
an Illinois limited liability company

By: _____
James P. Rix, Manager

LENDER:

BARCLAYS CAPITAL REAL ESTATE INC.,
a Delaware corporation

By: 
Name: Mark Wuest
Title: Vice President

ACKNOWLEDGMENTS

[Lessor]

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

The foregoing instrument was acknowledged before me this 28th day of November, 2006, by Todd Greenburg and _____, as _____ and _____, respectively, of the **City of Bloomington** on behalf of said City.

Tracey M Covert
Notary Public

McLean

Printed Name: Tracey M. Covert
Peoria County, Illinois
My commission: September 8, 2010



IOWA
STATE OF ~~ILLINOIS~~)
) ss
COUNTY OF DUBUQUE)

[Lessee]

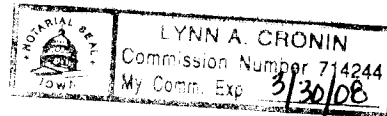
On this 15th day of December in the year 2006, before me, Lynn Cronin, a Notary Public in and for said State, personally appeared **James P. Rix**, who being by me duly sworn did say that he is the Manager of **BLOOMINGTON CHATEAU PARTNERS, LLC**, an Illinois limited liability company, and that the within instrument was signed on behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Dubuque, Iowa
Notary Public in and for Said County and State
Lynn A. Cronin
(Type, print or stamp the Notary's name below
his or her signature.)

My Commission Expires:

3/30/08



[Lender]

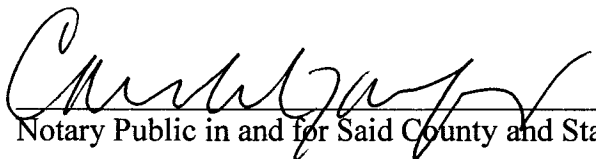
STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Mark Wuest

On this 20th day of December, 2006, before me, appeared ~~Lori Rung/Kristen Rodriguez/Don Haber~~ to me personally known, who being by me duly sworn, did say that s/he is the Vice President of **BARCLAYS CAPITAL REAL ESTATE INC.**, a Delaware corporation, and that the said instrument was signed on behalf of said corporation by authority, and said ~~Lori Rung/Kristen Rodriguez/Don Haber~~, acting as the Vice President of said corporation acknowledged said instrument to be the free act and deed of said corporation.

Mark Wuest

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.


Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature)

My Commission Expires:

Cara A. Garofalo
Notary Public, State of New York
No. 24-4847547
Qualified in Kings County
Commission Expires September 30, 2009

EXHIBIT A
TO
ESTOPPEL CERTIFICATE AND CONSENT AGREEMENT

Collateral Description

All of Lessee's inventory, chattel paper, accounts, equipment, general intangibles, furniture and all of the Lessee's fixtures now or hereafter affixed to the real property described as the Leased Premises, with all additions and attachments thereto.

All of the Lessee's interest in certain real estate and improvements thereon described in the following leases: City of Bloomington Conference Center Lease Agreement dated November 12, 1986 between the City of Bloomington, as lessor and Lessee, as successor in interest to Jumer's of Bloomington, Inc., as lessee, as such Lease may be amended from time to time.

EXHIBIT B
TO
ESTOPPEL CERTIFICATE AND CONSENT AGREEMENT

Copy of Ground Lease and all amendments

[Follows this Page]

EXHIBIT G

The City of Bloomington Conference Center
Lease Agreement

This Document Was
Prepared By:

John S. Elias, Esq.
560 Jefferson Bank Building
Peoria, Illinois 61602

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THIS CITY OF BLOOMINGTON CONFERENCE CENTER LEASE AGREEMENT ("Agreement" or "Lease") is made in duplicate at Bloomington, Illinois, effective as of the Execution Date, by and between the City of Bloomington, a municipal corporation ("City" or "Landlord"), and Jumer's of Bloomington, Inc., an Illinois corporation ("Jumer's" or "Tenant").

I. RECITALS:

A. The City and Jumer's have entered into a Contract for Private Redevelopment Pursuant to the Bloomington, Illinois Veterans Parkway Tax Increment Redevelopment Plan ("Redevelopment Agreement") pursuant to which, among other things, the City will provide Jumer's with certain economic development assistance ("Economic Redevelopment Assistance") in order to make possible Jumer's development and operation of a 175-room hotel and restaurant complex and, adjacent thereto, The City of Bloomington Conference Center ("Conference Center") within the redevelopment project area ("Redevelopment Project Area") as defined in the Veterans Parkway Tax Increment Redevelopment Plan ("Plan"), which Plan was approved by the City Council of the City on June 9, 1986.

B. Pursuant to the Redevelopment Agreement and Chapter 24, Sec.. 11-74.4-1 et seq. of the Illinois Revised Statutes, The Tax Increment Allocation Redevelopment Act ("Act"), the City will acquire record title to certain unimproved real estate legally described on Schedule 1 attached hereto ("Land"), upon which the City proposes to construct the Conference Center, an adjacent parking area ("Parking Area") and certain other improvements, and install various items of furniture, fixtures and equipment described on Schedule 2 attached hereto ("FF&E"), all in conformity with the Plans and Specifications attached as an exhibit to the Redevelopment Agreement. The Land, Conference Center, Parking Area, FF&E and all other improvements on the Land are hereinafter collectively referred to herein as the Property ("Property").

C. Pursuant to the Redevelopment Agreement, because the Property will be adjacent to, and architecturally integrated with, a 175-room hotel and restaurant complex, parking area, and related land and improvements being developed by Jumer's ("Jumer's Chateau") in accordance with the Plans and Specifications attached as an exhibit to the Redevelopment Agreement, the City has engaged Jumer's to construct the Conference Center, Parking Area and certain other improvements on the Land, and install the FF&E.

D. Because the City wishes to avoid the problems of directly operating a facility such as the Property, and because the City wishes to eliminate the possibility of having to use public funds for the operation and maintenance of the Property, the City

desires to Lease the Property to Jumer's on a long-term basis, pursuant to certain triple-net lease provisions which will result in the City not having to expend funds for operational, repair, maintenance, insurance and all other periodic expenses relating to the Property.

E. Because the City recognizes the lease term pursuant to this Lease covers the economic useful life of the Property, the City is willing to grant Jumer's an option to purchase the Property at the end of the lease term as provided herein.

II. AGREEMENTS:

NOW, THEREFORE, the Parties agree as follows:

01.00 Offer and Acceptance

01.01 Offer of Landlord

The Landlord offers to lease the Property to Tenant for the Term on the terms and conditions contained in this Lease.

01.02 Acceptance by Tenant

The Tenant accepts the Landlord's offer to lease the Property and agrees to occupy and use the Property only for the Permitted Use.

02.00 Duration

02.01 Term

The term of this Lease ("Term") shall commence on the Commencement Date ("Commencement Date") and shall continue until December 31, 2027 ("Lease Termination Date").

"Commencement Date" means the first to occur of: (a) the date Landlord shall tender possession of the Property to Tenant in substantial compliance with the Plans and Specifications (which date shall be no later than the date the City is obligated to issue to Jumer's a certificate of completion of construction of the Conference Center pursuant to the Redevelopment Agreement); or, (b) the date Tenant commences business from the Property after receipt from the City of a certificate of occupancy pursuant to the building code of the City.

02.02 Holding Over

In the event Tenant remains in possession of the Property without objection by Landlord for any period beyond the Term, Tenant shall be deemed a month-to-month tenant subject to all conditions, terms, provisions and obligations of this Agreement to the extent applicable to a month-to-month tenancy. There

shall be no privilege to extend this Agreement for any period beyond the Term.

03.00 Payment of Rent

The Tenant shall pay Landlord the Base Rent and Additional Rent (collectively referred to as "Rent") set forth in this Section 03.00, Payment of Rent.

03.01 Base Rent

The Base Rent payable by Tenant to Landlord shall be One Dollar (\$1) per Lease Year ("Lease Year"). Tenant agrees to pay the Base Rent to Landlord in full in advance within thirty (30) days of the Commencement Date.

03.02 Additional Rent

During the Term of this Lease, for each fiscal year or portion thereof of Tenant, Tenant shall also pay Landlord the Additional Rent within ninety (90) days of the end of such fiscal year.

"Additional Rent" shall mean, for any fiscal year or portion thereof, five percent (5%) of the excess (if any) of (a) the food and beverage departmental profit of Tenant attributable to the Conference Center (as computed reasonably by Tenant) over (b) the Base Amount. "Base Amount" shall equal One Million Five Hundred Thousand Dollars (\$1,500,000) for the first fiscal year or portion thereof of Tenant ending after the Commencement Date, and shall be subject to adjustment on the first day of each succeeding fiscal year of Tenant ("Adjustment Date") as set forth in the following paragraphs:

The base for computing the adjustment is All Items - United States published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is published for the date which is the nearest the Commencement Date of the Term ("Beginning Index"). If the Index published nearest the Adjustment Date ("Extension Index") has increased over the Beginning Index, the Base Amount for the following fiscal years (until the adjustment) shall be set by multiplying One Million Five Hundred Thousand Dollars (\$1,500,000) by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. In no case shall the Base Amount be less than One Million Five Hundred Thousand Dollars (\$1,500,000).

If the Index is changed so that the base year for the Index differs from that used as of the Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor,

Bureau of Labor Statistics. If the Index is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

04.00 Taxes, Utilities and Insurance

04.01 Taxes: Responsibility

Tenant shall pay the Taxes attributable to the Property when due, and furnish Landlord copies of the paid tax statements or other statements evidencing payment within thirty (30) days of receipt of Landlord's request for such copies. The parties agree that the Property is not exempt from real estate taxes ("Taxes") by virtue of the ownership of Property by the City.

"Taxes" means, collectively, real estate taxes, assessments, fees or assessments, and other governmental levies and charges, general and special, of any kind which are assessed or imposed upon or in respect of the Property or any part thereof, but shall exclude any franchise, corporate, estate, inheritance, succession, capital levy or transfer tax of Landlord, or any income, profits or revenue tax, or any other tax, assessment, charge or levy upon the Rent; however, if at any time during the Term a tax on rents is assessed against Landlord or the Rent as a substitution in whole or in part for taxes assessed by the State of Illinois or any political subdivision thereof on the Property, such tax shall be deemed to be included within the definition of Taxes and shall be payable as provided herein.

04.02 Authority to Protest

Landlord hereby grants to Tenant, at Tenant's sole expense, authority to protest any Taxes which Tenant believes to be excessive or unlawful.

04.03 Payment of Taxes: Termination

At the end of the Term or sooner termination of this Lease, whether by operation of law, failure to comply with the provisions hereof or otherwise, Tenant shall pay to the appropriate taxing authority the Taxes required of Tenant in respect to the then current or past Lease Years, or both, as the case may be, within thirty (30) days of the date of termination, based upon the last paid statement or statements in respect of such Taxes. If the Taxes ultimately determined to be owed with respect to the current or past Lease Years differ from the amount so paid by Tenant, Tenant shall be liable for the deficiency in Taxes, or entitled to the refund in Taxes, as the case may be.

04.04 Utilities

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Tenant shall pay all Utilities ("Utilities") attributable to the Property when due, and be responsible for contacting all utility providers to commence and terminate service in Tenant's name.

"Utilities" means, without limitation, all water, electricity, gas, garbage removal, heat, telephone, cable television, hot water, and other consumable services supplied to or in respect of the Property.

04.05 Insurance

Tenant shall provide and maintain the Insurance, issued by such insurance companies as are licensed to do business in the State of Illinois, and shall deliver a certificate of insurance to Landlord evidencing the Insurance ("Insurance") on or prior to the Commencement Date, naming the Landlord, Landlord's beneficiaries, if any, and such of Landlord's mortgagees or contract vendors as Landlord periodically designates as co-insureds (and in Tenant's sole discretion, any Leasehold Mortgagees and/or Fee Mortgagees, as mortgagees pursuant to standard mortgage clauses). The Insurance shall provide for written notice to Landlord by the insurance companies, not less than thirty (30) days prior to expiration, cancellation, renewal or modification of such Insurance. Not more frequently than once after each ten (10) Lease Years during the Term, Landlord shall have the right to cause the Tenant to increase the amount of general public liability insurance required by an amount specified by Landlord, but in no event more than ten percent (10%) each ten (10) Lease Years.

"Insurance" means, collectively:

(a) general public liability insurance against claims for personal injury, death, or bodily injury or property damage occurring upon, in or about the Property, and Jumer's Chateau, with limits, subject to adjustment as provided in Section this 04.05 Insurance, of: not less than One Million Dollars (\$1,000,000) with respect to injury or death to a single person; not less than One Million Dollars (\$1,000,000) with respect to any one accident; and not less than One Million Dollars (\$1,000,000) with respect to property damage;

(b) fire and extended coverage insurance in an amount equal to ninety percent (90%) of the actual replacement cost (exclusive of the cost of excavation, foundations and footings below ground level) of the Property and Jumer's Chateau, without deduction for physical depreciation, including any additions to the Property and Jumer's Chateau, by Tenant or Landlord; and,

(c) until the Plan Termination Date, business interruption insurance as required by the principal lender with respect to Jumer's Chateau and the Property;

(d) in the event of the sale, use, dispensing or giving of any alcoholic beverage from the Property and Jumer's Chateau, dram shop insurance with respect to the Property and Jumer's Chateau, against liability created by any statute, rule or law or ordinance making Landlord, Landlord's beneficiaries or mortgagee's or contract vendor, liable for injury, death or damage by reason of the sale, use, dispensing or giving of alcoholic or intoxicating beverages, with coverage for injuries or death, loss of support and for property damage to the maximum aggregate extent of possible recovery under the laws of the State of Illinois, or more if required by legislation of the State of Illinois, or any political subdivision with respect to increased limits of recovery, naming Landlord and any mortgagee or contract vendor as additional insureds; and

(e) workmen's compensation insurance.

Such insurance policies shall, upon Landlord's written request, be issued by a company or companies licensed to do business in the State of Illinois and shall be deposited by Tenant with Landlord together with proof of payment of the premiums thereon, which insurance shall provide for written notice to Landlord by the insurance company not less than thirty (30) days prior to expiration, cancellation, renewal or modification of such insurance. An appropriate renewal of any policy or certificate of insurance as above provided shall, upon Landlord's written request, be deposited by Tenant with Landlord not less than ten (10) days prior to the expiration of such policy, together with proof of payment of premiums on the renewal of such policy.

04.06 Waiver of Subrogation Rights

The Parties release each other, and their respective authorized officers, agents and representatives, from any claims for loss or damage to any person or to the Property or Jumer's Chateau, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Property or Jumer's Chateau, that are caused by or result from risks insured against under any insurance policies carried by the Parties and in force at the time of any such damage.

The Parties further specifically agree that neither Party shall be liable to the other for any loss or damage caused by or resulting from fire or any of the risks insured against under any such insurance policies, even though such loss or damage may have been occasioned by the negligence of the other Party, its agents

or employees. However, this Section 04.06 Waiver of Subrogation Rights shall not apply with respect to losses or damages not reimbursed with insurance proceeds under such an insurance policy or paid pursuant to such an insurance policy.

04.07 Failure to Comply

If Tenant shall fail to comply with this Section 04.00 Taxes, Utilities and Insurance, Landlord may, but need not, perform any act required of Tenant on behalf of Tenant, without releasing Tenant from any responsibility. Any amounts paid, together with costs, expenses and reasonable attorneys' fees, shall be deemed additional rent and shall bear interest from the date of Landlord's payment at the rate of ten percent (10%) per year until paid.

05.00 Maintenance

05.01 Maintenance: Responsibilities of Landlord

None.

05.02 Maintenance: Responsibilities of Tenant

Tenant shall be responsible for all of the matters set forth in the following subsections of this Section 05.02 Maintenance: Responsibilities of Tenant.

(a) General Maintenance and Repair

The Tenant shall commit no waste and shall, at Tenant's expense, maintain, repair and replace the Property, including but not limited to the roof, supporting members, the foundations, and the structural and non-structural aspects of the Property, heating and air conditioning equipment, sidewalks, all utility lines and services, boiler, sprinkler systems, Parking Area, elevators, interior walls, plumbing and electrical systems, drains, doors, windows, plate glass and glass, outside walls, lawn and landscaping.

(b) Janitorial Services

Tenant shall at Tenant's expense, be responsible for all janitorial services with respect to the Property.

(c) Snow and Ice Removal

The Tenant shall, at Tenant's expense, be responsible for snow and ice removal.

(d) Termination: Delivery of Property

Upon termination of the Lease, Tenant shall deliver up the Property in like order, condition and repair, depreciation caused by the reasonable and considerate use thereof or casualty excepted. Further, Tenant shall not do or suffer any waste, damage, disfigurement or injury to any part of the Property.

05.03 Risk of Tenant

Tenant agrees that all of Tenant's property in or about the Property, including but not limited to Tenant's inventory, apparatus, equipment, business records, supplies and materials, shall be at the risk of Tenant only.

06.00 Improvements; Mechanics' Liens

06.01 Improvements

Subject to the restrictions set forth in the following subsections and the following sentence of this Section 06.01 Improvements, Tenant shall, at Tenant's option, have the right to make changes or alterations to the Property. Tenant must obtain prior written consent from the Landlord, which consent shall not be unreasonably withheld, before any substantial change or alteration is commenced which involves structural alterations to the Conference Center. Tenant shall have the right to remodel, decorate or otherwise improve the Property so long as such remodeling, decorations or improvements do not involve structural alterations of the Conference Center.

(a) Compliance with Applicable Law

All work done in connection with any change or alteration to the Property made by Tenant shall be done in a good and workmanlike manner and in compliance with the building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all Federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, and in accordance with the orders, rules and regulations of the Board of Fire Underwriters or any other body now or hereafter constituted exercising similar functions and the Tenant shall procure certificates of occupancy and other certificates if required by law.

(b) Fixtures

All fixtures purchased and installed by Tenant, except the replacement of Landlord's fixtures, shall remain the personal property of Tenant. Within ninety (90) days after the end of the Term or sooner termination of this Lease, Tenant may remove such fixtures, provided Tenant shall repair any damage caused by such removal, or, upon the written consent of Landlord, reimburse Landlord for the cost of such repair. If Tenant shall fail to

remove such fixtures within such ninety (90) day period, or otherwise reimburse Landlord for the repair costs, the fixtures shall become the absolute property of Landlord without payment or credit of any kind therefore.

(c) Impairment of Structural Soundness

No change or alteration to the Property made by Tenant shall at any time be made which shall impair the structural soundness of the Conference Center.

(d) Insurance: Workmen's Compensation/General Liability

At all times when any change or alteration to the Property is in progress, Tenant shall cause to be maintained workmen's compensation insurance in accordance with the law covering all persons employed in connection with the change or alteration, structural work act insurance and general liability insurance for the mutual benefit of the Tenant and Landlord expressly covering the additional hazards due to the Property or any part thereof.

(e) Procurement and Payment of Governmental Permits

No change, modification or alteration to the Property shall be commenced until Tenant shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.

(f) Restrictions

No changes, modifications or alterations to the Conference Center of any kind shall be made which would materially decrease the size of the Conference Center, or materially reduce or impair the usefulness of the Conference Center.

06.02 Mechanics' Liens

Tenant shall not suffer or permit any mechanics' lien to be filed against the Property, or any part, by reason of work, labor, services or materials performed or supplied or claimed to have been performed or supplied. If such mechanic's lien shall be filed against the Property, or any part thereof, Tenant shall cause the lien to be discharged of record within ninety (90) days after the date of filing; provided, however:

- (a) Tenant shall not be required to discharge the lien so long as Tenant shall in good faith and with due diligence contest the same by appropriate legal proceedings which shall have the effect of preventing the sale or forfeiture of the Property, or any part thereof or interest therein to satisfy the same; and,

- (b) while such lien is of record against the Property or any part thereof or interest therein, Tenant shall provide a bond satisfactory to Landlord to indemnify Landlord and any mortgagee and/or contract vendor, from all loss or expense by reason of such lien or claim of lien.

If Tenant shall fail to discharge the lien within such period, or otherwise provide a bond, then in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due without inquiry into its validity. Any amount paid by Landlord in procuring the discharge of such lien and all necessary disbursements in connection therewith, with interest thereon at the rate of ten percent (10%) per annum from the date of payment, shall be repaid by Tenant on demand and if unpaid, may be treated as additional Rent.

07.00 Damage or Destruction by Fire or Other Casualty

07.01 Prior to Plan Termination Date

Prior to the Plan Termination Date, if the Property is damaged or destroyed by fire or other casualty, Tenant must repair or rebuild the Property in accordance with Section 07.03 Repair and Replacement Procedures.

07.02 After Plan Termination Date

After the Plan Termination Date, if the Property is damaged or destroyed by fire or other casualty, Tenant shall have the rights and duties set forth in this Section 07.02 After Plan Termination Date.

(a) Substantial Fire or Casualty

After the Plan Termination Date, if fifteen percent (15%) or more of the replacement value of either (i) the Conference Center (which value shall not include the value of the Land or, Parking Areas), or (ii) Jumer's Chateau (which value shall not include the value of the underlying land or adjacent parking areas) is damaged or destroyed by fire or other casualty ("Substantial Casualty"), Tenant must elect one (1) of the following three (3) alternatives set forth in this Section 07.02 (a) Substantial Fire or Casualty, by notifying Landlord in writing of such election within ninety (90) days of the date of such damage or destruction.

(i) Repair or Rebuild Property

Tenant may elect to repair or rebuild the Property in accordance with Section 07.03 Repairs and Replacement

Procedures.

(ii) Purchase Property and Tenant Retains Insurance Proceeds

Tenant may elect to purchase the Property in accordance with this Section 07.02(a)(ii) Purchase Property and Tenant Retains Insurance Proceeds. In this event, the Lease will terminate as of the date of the closing of such purchase; and Tenant shall be entitled to all insurance proceeds relating to the Property and/or the damage or destruction thereof. Landlord shall assign to Tenant all of Landlord's right, title and interest in such insurance proceeds.

If Tenant so elects to purchase the Property, the purchase price payable by Tenant to Landlord shall be Three Hundred Fifty Thousand Dollars (\$350,000), which shall be payable in equal annual installments, on January 2 of each year, without interest, over that number of full calendar years elapsing between the date of such damage or destruction and December 31, 2027. (Example: If a Substantial Casualty occurs on December 1, 2020, the purchase price will be \$350,000 payable in seven (7) equal annual installments of \$50,000 each commencing January 2, 2021 and ending January 2, 2027.)

If Tenant so elects to purchase the Property, Landlord shall convey to Tenant, within ten (10) business days of receipt of written notice of such election by Tenant, (a) the Property and all of Landlord's right, title and interest thereto, and (b) all of Landlord's right, title and interest in this Lease. Such conveyance by Landlord shall meet all of the requirements of Landlord set forth in Section 20.05 (a) Obligations of Landlord.

(iii) Terminate Lease and Landlord Retains Insurance Proceeds

Tenant may elect to terminate this Lease, in which event Landlord will be entitled to all insurance proceeds relating to the Property and/or the damage or destruction thereof. Tenant shall assign to Landlord all of Landlord's right, title and interest in such insurance proceeds.

If Tenant does not notify Landlord in writing of its election within ninety (90) days of the date of such damage or destruction, Tenant shall be conclusively deemed to have elected to purchase the Property in accordance with Section 07.02(a)(ii) Purchase Property and Tenant Retains Insurance Proceeds.

(b) Other Fires or Casualties

After the Plan Termination Date, if a fire or casualty with respect to the Conference Center occurs, which is not a Substantial Casualty, Tenant must repair or rebuild the Property in accordance with Section 07.03 Repair and Replacement Procedures.

07.03 Repair and Replacement Procedures

In the event that Tenant is required to repair and rebuild the Property in accordance with this Section 07.00 Damage or Destruction by Fire or Other Casualty, Tenant shall, apply the proceeds of Insurance to repair the damage or otherwise restore and rebuild the Property as nearly as possible to the condition of the Property immediately prior to such damage or destruction, or to such condition as the Parties shall mutually agree upon in writing, and complete such repair, restoration or rebuilding within a reasonable time after the damage or destruction; provided, however, that delay due to or occasioned by strikes, casualties, weather or unavailability of materials or labor or other causes beyond the reasonable control of Tenant shall automatically extend time for completion to such extent. The obligation of Tenant to pay the Rent shall continue unabated. In the event of repair, restoration or rebuilding, Landlord and Tenant shall assign and deliver all proceeds of the Insurance recovered on account of the damage or destruction, less the cost, if any, of such recovery, to such depository as may be agreed upon between the Parties for payment of the cost of repair, restoration or rebuilding. If the proceeds of the Insurance shall be insufficient to pay the entire cost of repair, restoration or rebuilding of the Property, Tenant shall pay the deficiency. Any balance of the Insurance money remaining after the entire cost of repair, restoration or rebuilding shall have been paid, shall be the sole property of Tenant.

08.00 Condemnation of Property and Compensation Awarded

08.01 Condemnation

If under the power of eminent domain, there shall be a permanent taking of the whole or any portion of the Property, so as to materially affect the Permitted Use of the Property, this Lease, at the sole election of Tenant, shall cease as of, and the Rent shall be apportioned to, the date that pursuant thereto title shall be taken by the appropriating authority. In the event of any taking of a portion of the Property which does not materially affect the Permitted Use of the Property, this Agreement shall continue in full force and effect and the Rent shall continue unabated.

08.02 Compensation

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From and after the Plan Termination Date, all compensation awarded for the taking under the power of eminent domain, whether for the whole or a portion of the Property, shall be the sole property of Tenant, whether such compensation shall be awarded for diminution in the value of or loss of, the leasehold, or for the diminution in the value of or loss of the fee of the Property, or otherwise, and Landlord hereby assigns to Tenant all of Landlord's right, title and interest in and to any and all such compensation. Prior to the Plan Terminatino Date, any such compensation awarded shall be paid to the Landlord and Tenant in accordance with law.

09.00 Inspection

Tenant shall permit Landlord or its designee to enter the Property in the event of an emergency at any time or at all times upon reasonable notice for the purpose of inspecting the Property, performing Landlord's obligations hereunder or performing Tenant's obligations if not performed by Tenant; however, nothing herein shall imply any duty upon Landlord to perform Tenant's responsibilities, nor as a waiver of Tenant's default; or, exhibiting the Property for the purpose of sale or rental. Landlord shall be entitled to display "For Sale" or "For Rent" signs on the Property, commencing ninety (90) days prior to the last day of the final Lease Year.

10.00 Signs and Use

10.01 Tenant Signs

Tenant shall have the right to erect and maintain such outside signs on the Property as shall conform to law, paint lettering or place decals on windows and doors and shall have the right to take down or remove any such signs, lettering or decals, provided Tenant shall repair any damage caused by any such removal.

10.02 Landlord Signs

Tenant shall display a sign on both the exterior and interior of the Conference Center indicating the following Conference Center name: "City of Bloomington Conference Center". The style and location of the sign will be designed by Tenant and approved by the City.

10.03 Use of Property

(a) General Public Use

During the Term of the Lease, Tenant agrees that the Property will be open and available to the general public pursuant to the

normal and standard terms as established by the Tenant from time to time.

(b) Non-Discrimination

During the Term of the Lease, Tenant agrees not to discriminate in violation of any applicable Federal, State or local law on the basis of race, color, religion, sex, age, or natural origin or other factors as made by law be applicable in the use or occupancy of the Property.

(c) Operation as Conference Center

During the Term of the Lease, Tenant shall operate the Property as a Conference Center.

(d) Special Covenant and Agreement

Notwithstanding anything herein to the contrary, by implication, reference or otherwise, until the Plan Termination Date, the Tenant agrees to take no action or to fail to take any reasonable action in the operation or use of the Property which would result in the abrogation, diminishment or impairment of the deposit of tax increment allocation revenues into the Veteran's Parkway Special Tax Allocation Fund, as contemplated by the Plan and the Redevelopment Agreement.

11.00 Condition of Property; Indemnification of Landlord

11.01 Condition of Property; Acceptance by Tenant

Since Tenant has designed, developed, and constructed the Property for Landlord, Tenant shall be presumed to be, as of the Commencement Date, fully familiar with the physical condition of the Property and it shall be further presumed that the Property was in good and satisfactory condition as of the Commencement Date.

11.02 Indemnification

Tenant shall indemnify and save Landlord, its officers, agents and employees, harmless against and from any and all claims, dues or demands (including reasonable attorneys' fees and costs), by or on behalf of any Person, arising from any act or omission set forth in the following subsections of this Section 11.02 Indemnification.

(a) Accident, Injury or Damage

Any accident, injury or damage whatsoever, caused to any person, firm or corporation, occurring during the Term, in or about the Property.

(b) Any Acts of Tenant

Any act of Tenant or any of its agents, contractors, servants, employees or licensees.

(c) Breach or Default of Tenant

Any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease.

(d) Conduct or Management Relating to Work

The conduct or management of or from any work or thing whatsoever done in or about the Property.

(e) Legal Action

All costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon.

11.03 Tenant's Assumption of Legal Costs

Tenant covenants and agrees to pay and to indemnify Landlord against all legal costs and charges, including counsel fees, reasonably incurred in obtaining possession of the Property after default of Tenant or upon the expiration or earlier termination of the Term of this Lease or in enforcing any covenant or agreement of Tenant contained in this Lease.

11.04 Tenant's Responsibility For All Operating Costs

Tenant agrees that it is responsible for all operating costs associated with the Property during the Term of the Lease; that Landlord has no responsibility therefor; and that Tenant will indemnify and hold Landlord harmless with respect to all such operating costs associated with the Property.

12.00 Assignment

Tenant may assign any part or all of Tenant's interest in this Lease (referred to as an "Assignment"), only as provided in this Section 12.00 Assignment.

12.01 Affiliated Entities

Notwithstanding any other provision of this Lease or the Redevelopment Agreement, no consent of Landlord shall be required

at any time with respect an Assignment by Tenant to any entity, more than fifty percent (50%) of the voting power of which is owned D. James Jumer.

12.02 Prior to Commencement Date

Prior to Commencement Date, no Assignment shall be made by Tenant except as provided in Section 18.B of the Redevelopment Agreement.

* 12.03 After Commencement Date

After the Commencement Date and during the Term of this Lease, no Assignment shall be made by Tenant without the prior written consent of Landlord which shall not be unreasonably withheld, and in no event shall be withheld if the proposed assignee is a competent hotel operator, with experience in the operation of a conference center, currently managing at least two (2) or more existing hotels and having either (a) a net consolidated fair market value, or (b) a net consolidated book value on its most recent audited financial statement, of at least five million dollars (\$5,000,000).

12.04 Release of Tenant Upon Assignment of Entire Interest

In the event of an Assignment by Tenant of its entire interest in this Lease, Landlord shall concurrently release Tenant from any and all future obligations pursuant to this Agreement and the Redevelopment Agreement. Landlord further agrees to execute a written release to this effect concurrent with such Assignment and all other documentation reasonably requested by Tenant to effectuate this Section 12.04 Release of Tenant Upon Assignment of Entire Interest.

12.05 Assumption of Lease Obligations by Assignee

Notwithstanding any other provisions of this Section 12.00 Assignment, no Assignment by Tenant of all or any part of its interest in this Lease shall be effective unless the assignee, whether as assignee or as successor in interest of any assignee of Tenant, including any purchaser of the Lease under a foreclosure of any mortgage or other lien on this Lease, shall immediately be and become and remain liable for the payment of the Rent and other charges payable under this Lease, and for the due performance of all the covenants, agreements, terms and provisions of this Lease on Tenant's part to be performed to the full end of the Term, which agreements, covenants, terms and provisions apply to and bind every such assignee with the same force and effect as though such assignee were Tenant named in this Lease. No transfer to such assignee shall be binding upon Landlord unless such assignee shall deliver to Landlord an instrument which contains a covenant of assumption by said

assignee to such effect, but the failure or refusal of such assignee to deliver such instrument shall not release or discharge such assignee from its obligations and liability as above set forth.

13.00 Recordation of Tenant's Interest

Landlord and Tenant shall each have the right at any time to record this Lease (and any amendments hereto), a memorandum of lease and/or a memorandum of option to purchase the Property, in each case, in the McLean County Recorder's Office and all other appropriate recording offices. Landlord and Tenant each agree to execute upon request by the other party any documentation required with respect to such recordings.

14.00 Prohibition on Transfers by Landlord

Landlord shall be prohibited from transferring, selling, assigning, pledging, mortgaging or in any other manner whatsoever disposing of all or any portion of Landlord's interest in the Property and/or in this Lease, without the prior written consent of Tenant, which consent shall not be unreasonably withheld. Tenant shall have the right at any time to record a memorandum of this prohibition in the McLean County Recorder's Office and all other appropriate recording offices. Landlord agrees to execute upon request by Tenant any documents with respect to such recording.

15.00 Reciprocal Easements

Prior to the Commencement Date of the Lease, Landlord and Tenant agree to subject the Property, including (without limitation) the Land, Conference Center, Parking Area, any utilities relating to the Property and the party wall or walls to reciprocal easement declarations and amendments thereto, with the owner or owners of the adjacent parcel of real estate on which Jumer's Chateau is to be constructed, to be recorded in the McLean County Recorder's Office and all other appropriate recording offices. Such reciprocal easement declarations shall be in the form reasonably designated by Tenant to assure Tenant's operation of Jumer's Chateau and the Property and their respective related facilities (including parking areas) as one integrated operation. Landlord and Tenant agree to execute upon request by the other party any documentation reasonably required with respect to such reciprocal easement declarations, and their amendments. During the Term, Tenant shall have the right to enact and enforce reasonable rules relating to the subject matter of such reciprocal party wall and easement declarations and amendments thereto.

16.00 Access to Books of Conference Center; Annual Reports

16.01 Landlord's Access to Conference Center Books and Records

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During the Term, the City shall have the right, during normal business hours and on five (5) days notice to Tenant, to inspect the books and records of Tenant relating to the Conference Center.

16.02 Annual Reports

During the Term, Tenant shall file annual reports on a fiscal year basis with Landlord setting forth (a) the number of persons attending Conference Center events and the nature and type of such events, and (b) the calculation of the Additional Rent (if any) for such fiscal year.

17.00 Notice of Event of Default and Remedies

17.01 Notice of Event of Default

Upon the occurrence of an Event of Default ("Event of Default"), Landlord shall give Tenant notice of such Event of Default.

"Event of Default" means, at the option of Landlord, and with notice or demand upon Tenant, the breach by Tenant of any provision of this Agreement.

17.02 Remedies

If at the expiration of sixty (60) days after the receipt of such notice, Tenant fails:

(a) with respect to an Event of Default which can, with due diligence by Tenant, be cured within such sixty (60) day period, to cure such Event of Default; or,

(b) with respect to an Event of Default which cannot, with due diligence by Tenant, be cured within such sixty (60) day period, to proceed with due diligence to cure the Event of Default within such period and thereafter to continue with due diligence to cure such Event of Default (it being intended that in connection with an Event of Default not susceptible of being cured with due diligence within such sixty (60) day period, the time of Tenant within which to cure the same shall be extended for such period as may be reasonably necessary to cure such Event of Default with due diligence);

Landlord, at Landlord's option, may terminate this Agreement. In this event, Landlord shall be obligated to use best efforts to mitigate any damages.

18.00 Leasehold Mortgages

18.01 Leasehold Mortgage Authorized

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On one or more occasions, without Landlord's prior consent, Tenant may take back a purchase money leasehold mortgage upon a sale and assignment of the leasehold estate created by this Lease ("Leasehold Estate") or may mortgage or otherwise encumber such Leasehold Estate, under one or more Leasehold Mortgages ("Leasehold Mortgages") and assign this Lease as security for such Leasehold Mortgage or Mortgages.

18.02 Notice to Landlord

(a) (i) If Tenant shall, on one or more occasions, take back a purchase money leasehold mortgage upon a sale and assignment of the Leasehold Estate or shall mortgage Tenant's Leasehold Estate, and if the holder of such Leasehold Mortgage shall provide Landlord with notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the leasehold mortgagee ("Leasehold Mortgagee"), Landlord and Tenant agree that, following receipt of such notice by Landlord, the provisions of this Section 18.00 shall apply in respect to each such Leasehold Mortgage.

(ii) In the event of any assignment of a Leasehold Mortgage or in the event of a change of address of a Leasehold Mortgagee or of an assignee of such Leasehold Mortgage, notice of the new name and address shall be provided to Landlord.

(b) Landlord shall promptly upon receipt of a communication purporting to constitute the notice provided for by Section 18.02(a) above acknowledge by an instrument in recordable form receipt of such communication as constituting the notify provide for by Section 18.02(a) above or, in the alternative, notify the Tenant and the Leasehold Mortgagee of the rejection of such communication as not conforming with the provisions of Section 18.02(a) and specify the specific basis of such rejection.

(c) After Landlord has received the notice provided for by Section 18.02(a) above, the Tenant, upon being requested to do so by Landlord, shall with reasonable promptness provide Landlord with copies of the note or other obligation secured by such Leasehold Mortgage and of any other documents pertinent to the Leasehold Mortgage as specified by Landlord. If requested to do so by Landlord, Tenant shall thereafter also provide Landlord from time to time with a copy of each amendment or other modification or supplement to such instruments. All recorded documents shall be accompanied by the appropriate certification of the custodian of the recording office as to their authenticity as true and correct copies of official records and all

nonrecorded documents shall be accompanied by a certification by Tenant that such documents are true and correct copies of the originals. From time to time upon being requested to do so by Landlord, Tenant shall also notify Landlord of the date and place of recording and other pertinent recording data with respect to such instruments as have been recorded.

The term "Leasehold Mortgage" as used in this Section 18.00 shall include a mortgage, a deed of trust, a deed to secure debt, or other security instrument by which Tenant's Leasehold Estate is mortgaged, conveyed, assigned, or otherwise transferred, to secure a debt or other obligation.

The term "Leasehold Mortgagee" as used in this Section 18.00 shall refer to a holder of a Leasehold Mortgage in respect to which the notice provided for by Section 18.02 has been given and received and as to which the provisions of this Section 18.00 are applicable.

18.03 Consent of Leasehold Mortgagee Required

No cancellation, surrender or modification of this Lease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee, provided that this Section 18.03 shall not affect the Landlord's rights under this Lease (and subject to the provisions and limitations of this Section 18.00) to terminate this Lease as a result of the default of Tenant.

18.04 Default Notice

Landlord, upon providing Tenant any notice of: (i) default under this Lease, (ii) a termination of this Lease or (iii) a matter on which Landlord may predicate or claim a default shall, at the same time, provide a copy of such notice to every Leasehold Mortgagee. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to every Leasehold Mortgagee. From and after such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default (or acts or omissions which are the subject matter of such notice) or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in Section 18.05 and Section 18.06 to remedy, commence remedying or cause to be remedied the defaults (or acts or omissions which are the subject matter of such notice) specified in any such notice. Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes each Leasehold Mortgagee to take any such action at such Leasehold

Mortgagee's option and does hereby authorize entry upon the premises by Leasehold Mortgage for such purpose.

18.05 Notice to Leasehold Mortgagee

(a) Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such default (or the act or omission which gave rise to such default), Landlord shall send a termination notice ("Termination Notice") notifying every Leasehold Mortgagee of Landlord's intent to so terminate at least 30 days in advance of the proposed effective date of such termination if such default is capable of being cured by the payment of money, and at least 45 days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money ("Termination Notice Period"). The provisions of Section 18.06 below shall apply if, during such 30 or 45 day Termination Notice Period, any Leasehold Mortgagee shall:

(i) notify Landlord of such Leasehold Mortgagee's desire to nullify such Termination Notice, and

(ii) pay or cause to be paid all rent, additional rent, and other payments then due and in arrears as specified in the Termination Notice to such Leasehold Mortgagee and which may become due during such 30 or 45-day Termination Notice Period, and

(iii) comply or in good faith, with reasonable diligence and continuity, commence to comply with all nonmonetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee, provided however, that such Leasehold Mortgagee shall not be required during such 45-day Termination Notice Period to cure or commence to cure any default consisting of Tenant's failure to satisfy and discharge any lien, charge or encumbrance against the Tenant's interest in this Lease or the Property subject to the Lease, junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee.

(b) Any notice to be given by Landlord to a Leasehold Mortgagee pursuant to any provision of this Section 18.05 shall be deemed properly addressed if sent to the Leasehold Mortgagee who served the notice referred to in Section 18.02 unless notice of a change of Leasehold Mortgage ownership has been given to Landlord pursuant to such Section 18.02.

18.06 Procedure on Default

(a) If Landlord shall elect to terminate this Lease by reason of any default of Tenant, and a Leasehold Mortgagee shall have proceeded in the manner provided for by Section 18.05, the specified date for the termination of this Lease as fixed by Landlord in its Termination Notice shall be extended for a period of six months, provided that such Leasehold Mortgagee shall, during such six month period:

(i) Pay or cause to be paid the rent, additional rent and other monetary obligations of Tenant under this Lease as the same become due, and continue its good faith efforts to perform all of Tenant other obligations under this Lease, excepting (A) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Property subject to the Lease junior in priority to the lien of the mortgage held by such Leasehold Mortgagee (provided, that this clause (A) shall not apply to Taxes defined in Section 04.01 Taxes: Responsibility), and (B) past nonmonetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgage; and

(ii) if not enjoined or stayed, take steps to acquire or sell Tenant's interest in the Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence.

(b) If at the end of such six (6) month period such Leasehold Mortgagee is complying with Section 18.06(a), this Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity. Nothing in this Section 18.06, however, shall be construed to extend this Lease beyond the original terms thereof as extended by any options to extend the terms of this Lease properly exercised by Tenant or a Leasehold Mortgagee in accordance with Section 18.00, nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the default has been cured. If the default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

(c) If a Leasehold Mortgagee is complying with Section 18.06(a), upon the acquisition of Tenant's Leasehold Estate herein by such Leasehold Mortgage or its designee or any other purchaser at a foreclosure sale or otherwise and the discharge of any lien, charge or encumbrance against the Tenant's interest in this Lease of the demised premises which is junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee and which the Tenant is obligated to satisfy and discharge by reason of the terms of this Lease, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

(d) For the purposes of this Section 18.00, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of the Lease or of the Leasehold Estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the Leasehold Estate hereby created, nor shall any Leasehold Mortgage, as such, be deemed to be an assignee or transferee of this Lease or of the Leasehold Estate hereby created so as to require such Leasehold Mortgagee as such, to assume the performance of any of the terms, covenants, or conditions on the part of the Tenant to be performed hereunder, by the purchaser at any sale of this Lease and of the Leasehold Estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease and of the Leasehold Estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee within the meaning of this Section 18.00, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Tenant to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the Leasehold Estate. If the Leasehold Mortgagee or its designee shall become holder of the Leasehold Estate and if the buildings and improvements on the premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the building or other improvements in accordance with the provisions in Section 07.03, but only to the extent of the net insurance proceeds received by the Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the building or other improvements to the extent required by Section 07.03 and should the Leasehold Mortgagee or its designee choose not to fully reconstruct the building or other improvements to the extent required by Section

07.03 such failure shall constitute an event of default under this Lease.

(e) Any Leasehold Mortgagee or other acquirer of the Leasehold Estate of Tenant pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring Tenant's Leasehold Estate, without further consent of Landlord, sell and assign the Leasehold Estate on such terms and to such persons and organizations are acceptable to such Leasehold Mortgagee or acquirer and thereafter be relieved of all future obligations under this Lease; provided that such assignee has delivered to Landlord its written agreement to be bound by all of the provisions of this Lease.

(f) Notwithstanding any other provisions of this Lease, any sale of this Lease and of the Leasehold Estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of the Lease and of the Leasehold Mortgage, or the assignment or transfer of this Lease and other Leasehold Estate hereby created in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be a permitted sale, transfer or assignment of this Lease and of the Leasehold Estate hereby created.

18.07 New Lease

(a) New Lease Offered to Leasehold Mortgagee

In the event of the termination of this Lease as a result of Tenant's default, Landlord shall, in addition to providing the notices of default and termination as required by this Section 18.00, provide each Leasehold Mortgagee with written notice that the Lease has been terminated, together with a statement of all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, then known to Landlord. Landlord agrees to enter into a new lease ("New Lease") of the Property subject to this Lease with such Leasehold Mortgagee or its designee for the remainder of the term of this Lease, effective as of the date of termination, at the rent and additional rent, and upon the terms, covenants and conditions, (including all options to renew but excluding requirements which are not applicable or which have already been fulfilled) of this Lease, provided:

(i) Such Leasehold Mortgagee shall make written request upon Landlord for such New Lease within 60 days after the date such Leasehold Mortgagee receives Landlord's Notice of termination of this Lease given pursuant to this Section 18.07.

(ii) Such Leasehold Mortgagee or its designee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorney's fees which Landlord shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Landlord from Tenant or other party in interest under Tenant. Upon the execution of such New Lease, Landlord shall allow to the Tenant named therein as an offset against the sums otherwise due under this Section 18.07 or under the New Lease an amount equal to the new income derived by Landlord from the demised premises during the period for the date of termination of this Lease to the date of the beginning of the Lease term of such New Lease. In the event of a controversy as to the amount to be paid to Landlord pursuant to this Section 18.07, the payment obligation shall be satisfied if Landlord shall be paid the amount not in controversy, and the Leasehold Mortgagee or its designee shall agree to pay any additional sum ultimately determined to be due plus interest at the rate of ten percent (10%) per annum and such obligation shall be adequately secured.

(iii) Such Leasehold Mortgagee or its designee shall agree to remedy any of Tenant's defaults of which said Leasehold Mortgagee was notified by Landlord's Notice of Termination and which are reasonably susceptible of being so cured by Leasehold Mortgagee or its designee.

(iv) Any New Lease made pursuant to this Section 18.07 and any renewal lease entered into with a Leasehold Mortgagee pursuant to the terms hereof shall be prior to any mortgage or other lien, charge or encumbrance of the fee of the Property and the Tenant under such New Lease shall have the same right, title and interest in and to the Property as Tenant had under this Lease.

(v) Tenant under any such New Lease shall be liable to perform the obligations imposed on Tenant by such New Lease only during the period such person has ownership of such Leasehold Estate.

(b) New Lease Priorities

If more than one Leasehold Mortgagee shall request a New Lease pursuant to Section 18.07(a), Landlord shall enter in to such New Lease with the Leasehold Mortgagee whose mortgage is prior in

lien, or with the designee of such Leasehold Mortgagee. Landlord, without liability to Tenant to any Leasehold Mortgagee with an adverse claim, may rely upon a mortgagee title insurance policy issued by a responsible title insurance company doing business within the State of Illinois as the basis for determining the appropriate Leasehold Mortgagee who is entitled to such New Lease.

18.08 Leasehold Mortgagee Need Not Cure Specified Defaults

Nothing herein contained shall require any Leasehold Mortgagee or its designee as a conditions to its exercise of any rights hereunder to cure any default of Tenant under this Lease not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee, in order to comply with the provisions of Section 18.05 and Section 18.06, or as a condition of entering into the New Lease provided for by Section 18.07.

18.09 Eminent Domain

Tenant's share, as provided by Section 08.00, of the proceeds arising from an exercise of the power of eminent domain shall, subject to the provision of such Section 08.00, be disposed of as provided for by any Leasehold Mortgagee.

X 18.10 Casualty Loss

A standard mortgagee clause naming each Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Lease and the Leasehold Mortgage shall so provide, except that the Leasehold Mortgage may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to the Tenant (but not such proceeds, if any, payable jointly to the Landlord and the Tenant) pursuant to the provisions of this Lease.

18.11 Legal Proceedings and Arbitration

Landlord shall give each Leasehold Mortgagee prompt notice of any arbitration or legal proceedings between Landlord and Tenant involving obligations under this Lease. Each Leasehold Mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that any Leasehold Mortgage shall not elect to intervene or become a party to any such proceedings, Landlord shall give the Leasehold Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on all Leasehold Mortgagees not intervening after receipt of notice of arbitration.

18.12 No Merger

So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the demised premises and the Leasehold Estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said Leasehold Estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

18.13 Future Amendments

In the event on any occasions hereafter Tenant seeks to mortgage its Leasehold Estate, Landlord agrees to amend this Lease from time to time to the extent reasonably requested by an a Leasehold Mortgagee unrelated to Tenant proposing to make Tenant a loan secured by a first lien upon Tenant's Leasehold Estate, provided that such proposed amendments do not materially and adversely affect the rights of Landlord or its interest in the demised premises. All reasonable expenses incurred by Landlord in connection with any such amendment shall be paid by Tenant.

18.14 Estoppel Certificate

Landlord shall, without charge, at any time and from time to time hereafter, but not more frequently than twice in any one-year period (or more frequently if such request is made in connection with any sale or mortgaging of Tenant's Leasehold interest or permitted subletting by Tenant), within 10 days after written request of Tenant to do so, certify by written instrument duly executed and acknowledged to any Leasehold Mortgagee or purchaser or assignee, or proposed Leasehold Mortgagee or proposed purchaser or assignee, or any other person, firm or corporation specified in such request: (A) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (B) as to the validity and force and effect of this Lease, in accordance with its tenor; (C) to the best knowledge of Landlord, as to the existence of any default hereunder; (D) to the best knowledge of Landlord, as to the existence of any offsets, counterclaims or defenses hereto on the part of the Tenant; (E) as to the commencement and expiration dates of the term of this Lease; and (F) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by the Tenant and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Landlord.

18.15 Notices

Notices from Landlord to the Leasehold Mortgagee shall be mailed to the address furnished Landlord pursuant to Section 18.02, and those from the Leasehold Mortgagee to Landlord shall be mailed to the address designated pursuant to the provisions of Section 18.04 hereof. Such notices, demands and requests shall be given in the manner described in Section 18.00 and shall in all respects be governed by the provision of that section.

18.16 Erroneous Payments

No payment made to Landlord by a Leasehold Mortgagee shall constitute agreement that such payment, was, in fact, due under the terms of this Lease; and a Leasehold Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof provided he shall have made demand therefor not later than one year after the date of its payment.

19.00 Fee Mortgages

Prior to the termination of this Lease, Tenant may not make any mortgage of the fee of the Property ("Fee Mortgage") without the prior written consent of Landlord, which consent cannot be unreasonably withheld.

20.00 Tenant's Option to Purchase

20.01 Grant of Option

Landlord grants Tenant the option ("Option") to purchase Landlord's entire right, title and interest in the Property, pursuant to the terms and conditions set forth in this Section 20.00 Tenant's Option to Purchase.

20.02 Purchase Price

The purchase price ("Purchase Price") of the Property pursuant to the Option shall be Three Hundred Fifty Thousand Dollars (\$350,000).

20.03 Exercise of Option

Tenant shall exercise the Option by notifying Landlord in writing of Tenant's election to exercise such Option at any time during the two (2) year period commencing January 1, 2026 and ending December 31, 2027 (the Lease Termination Date). Such notice shall specify Tenant's desired Closing Date in accordance with Section 20.04 Closing Date; Place of Closing.

20.04 Closing Date; Place of Closing

The Tenant may select any date of closing ("Closing Date") for the purchase of the Property pursuant to the Option provided that (a) such Closing Date occurs during the one (1) year period commencing January 1, 2027 and ending December 31, 2027 (the Lease Termination Date), and (b) Landlord is given ten (10) days prior written notice by Tenant of such Closing Date. The place of closing shall be City Hall, Bloomington, Illinois or such other place agreed upon by the Parties.

20.05 Closing Obligations

(a) Obligations of Landlord

On the Closing Date, Landlord shall convey to Tenant (a) the Property and all of Landlord's right, title and interest thereto and (b) all of Landlord's right, title and interest under this Lease. Such conveyance shall be made by the execution and delivery of (1) a general warranty deed covering the Land, Conference Center, Parking Area and all other real property (including without limitation fixtures) constituting the Property, and (2) a bill of sale covering all personal property (including without limitation the FF&E), and other assets owned by Landlord on or related to the Property, and shall be made free and clear of any lien or encumbrance, other than (i) this Lease, (ii) liens and encumbrances caused, created, requested, permitted or consented to by Tenant, (iii) liens and encumbrances made pursuant to the provisions of this Lease, (iv) liens and encumbrances of record as of the Execution Date of this Lease, and (v) liens and encumbrances created as a result of a default by Tenant under this Lease.

(b) Obligations of Tenant

Simultaneously with the conveyance by Landlord set forth in Section 20.05(a) Obligations of Landlord, Tenant shall pay to Landlord the Purchase Price in cash or certified check or checks.

In addition, Tenant shall deliver to Landlord an agreement, satisfactory in form and substance to Landlord, pursuant to which Tenant agrees to indemnify, defend and hold Landlord harmless for and from any and all expenses, claims, demands, obligations, suits, actions or penalties upon or arising out of this Lease, Tenant's use and occupancy of the Property during the Term of this Lease, Tenant's failure to properly to satisfy the terms and conditions of this Lease or to perform any of the agreements and covenants herein contained during the Term hereof, or any accident, injury or damages to any person or property that shall or may happen in or upon the Property or Jumer's Chateau, or any part thereof, however caused, during the Term of this Lease.

(c) Closing Costs

Tenant will pay all expenses, costs and disbursements incurred in connection with the exercise of said Option including, without limitation, all recording and filing fees and all transfer taxes and documentary stamps and similar taxes, and reasonable legal fees, expenses, and disbursements of Landlord's attorneys.

20.06 Termination of Tenant's Obligations

Upon conveyance of title and payment of the consideration as provided in Section 20.05 Closing, Tenant's obligations to Landlord under this Lease, except obligations that shall have theretofore accrued, or vested, shall terminate.

21.00 General Conditions

21.01 Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

21.02 Choice of Law

The laws of the State of Illinois shall govern the validity, interpretation and administration of this Agreement.

21.03 Complete Agreement

This Agreement supersedes any prior agreements and undertakings among the Parties except the Redevelopment Agreement, and along with such Redevelopment Agreement, represents the complete agreement of the Parties.

21.04 Cumulative Remedies

Each right, power and remedy herein conferred upon Landlord is cumulative of every other right, power or remedy of Landlord, whether herein or by law conferred, and the exercise of one or more of the same shall not be deemed or considered an election or remedy.

21.05 Execution of Additional Documents

Each Party shall execute, acknowledge and deliver such additional documents, writings or assurances as any other Party may periodically require so as to give full force and effect to this Agreement.

21.06 Execution of Counterparts

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

21.07 Incorporation by Reference; Schedules

The paragraphs under the heading "I. RECITALS:" and any Schedule referred to in this Agreement is hereby made a part of this Agreement.

21.08 Interpretive Guidelines

The words and phrases set off by quotation marks in the Glossary have the meanings therein indicated. Any word or phrase which appears in this Agreement in parenthesis, set off by quotation marks and capitalized has the meaning denoted by its context. Whenever the words and phrases defined either in the Glossary or elsewhere in this Agreement are intended to have their defined meanings, the first letter of such word or the first letters of all substantive words in such phrase shall be capitalized. When the context permits, a word or phrase used in the singular includes the plural, and when used in any gender, its meaning also includes all genders. Captions of Sections are inserted as a matter of convenience only and do not define, limit or extend the scope or intent of this Agreement or any provision thereof.

21.09 Notices

All notices, requests, communications and demands hereunder shall be given in writing and shall be deemed to have been duly given if delivered in person or sent by registered or certified mail, postage prepaid, to the Landlord at the Landlord's last known address, care of the City Clerk of the City with copies to the City Manager of the City and the Corporation Council of the City; and if to the Tenant, or any assignee of Tenant's interest in this Lease, at the address of the Property, or to such other place and/or person as either shall periodically designate in writing.

21.10 Waiver of Breach

The waiver by any Party of any breach of this Agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of rights under this Agreement. Any waiver shall not constitute a waiver by such Party to strictly adhere to this Agreement nor as a waiver of any claim for damages or other remedy by reason of any such breach.

21.11 Authorized Representative of City

The City shall designate an authorized representative, who, unless applicable law requires action by the City Council and

Mayor of the City, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Lease for and on behalf of the City.

22.00 Glossary

"Act" is defined at I. RECITALS: B.

"Agreement" is defined above I. RECITALS:.

"Assignment" is defined in Section 12.00 Assignment.

"City" is defined above I. RECITALS:.

"Closing Date" is defined in Section 20.03, Closing Date; Place of Closing.

"Commencement Date" is defined in Section 02.01 Term.

"Conference Center" means, collectively, the facilities, and all heating, plumbing, air conditioning equipment, utility lines and service lines in respect thereto, all located on the Property.

"Economic Redevelopment Assistance" is defined at I. RECITALS: A.

"Event of Default" is defined in Section 17.01 Notice of Event of Default.

"Execution Date" is the date upon which the last Party to sign the Agreement signs the Agreement.

"FF&E" is defined at I. RECITALS: C.

"Fee Mortgage" is defined in Section 19.00 Fee Mortgage.

"Fee Mortgagee" is defined in Section 19.00 Fee Mortgage.

"Insurance" is defined in Section 04.05 Insurance.

"Jumer's" is defined above I. RECITALS:.

"Jumer's Chateau" is defined at I. RECITALS: D.

"Land" is defined at I. RECITALS: C. and set forth on Schedule 1 attached hereto and made a part hereof.

"Landlord" is defined above I. RECITALS:.

"Lease" is defined above I. RECITALS:.

"Lease Termination Date" is defined in Section 02.01 Term.

"Lease Year" means the period commencing on the same day as the Commencement Date of each year of the Term and ending on the date preceding the same day as the Commencement Date of the next ensuing calendar year.

"Leasehold Estate" is defined in Section 18.01 Leasehold Estate Authorized.

"Leasehold Mortgage(s)" is defined in Section 18.02 Notice to Landlord.

"Leasehold Mortgagee" is defined in Section 18.02 Notice to Landlord.

"New Lease" is defined in Section 18.07 New Lease.

"Option" is defined in Section 20.01 Grant of Option.

"Parking Area" means all roads, driveways, traffic lanes and vehicular parking spaces and areas between such parking space on the land, and any other area improved for the purpose of permitting vehicles to be driven or parked thereon.

"Parties" means, collectively, the Landlord and the Tenant.

"Permitted Use" means, among other things, use as a conference center and parking area relating to or in connection with the operation of a hotel establishment or otherwise.

"Person" means an individual, partnership, corporation, unincorporated organization, a government or any department or agency thereof, or any combination of the foregoing.

"Plan" is defined at I. RECITALS: A.

"Plans and Specifications" means those detailed construction drawings and data set forth on Schedule 2 and attached hereto and made a part hereof.

"Plan Termination Date" means June 9, 2009, or such earlier date as the Plan shall terminate.

"Property" is defined at I. RECITALS: C.

"Purchase Price" is defined in Section 20.00 Tenant's Option to Purchase.

"Redevelopment Agreement" is defined at I. RECITALS: A.

"Redevelopment Project Area" is defined at I. RECITALS: A.

"Rent" is defined in Section 03.00 Payment of Rent.

"Taxes" is defined in Section 04.00 Taxes, Utilities and Insurance.

"Tenant" is defined above I. RECITALS:.

"Term" is defined in Section 02.01 Term.

"Termination Notice" is defined in Section 18.05 Notice to Leasehold Mortgagee.

"Termination Notice Period" is defined in Section 18.05 Notice to Leasehold Mortgagee.

"Utilities" is defined in Section 04.04 Utilities.

III. EXECUTION:

Dated at Bloomington, Illinois, on the Execution Date.

Landlord:

City of Bloomington, Inc.,
a municipal corporation

By: *Jesse Smart*
Acting Jesse Smart, Mayor

Dated: 11/12/86

Attest:

By: *[Signature]*
City Clerk

Tenant:

Jumer's of Bloomington, Inc.,
an Illinois corporation

By: *[Signature]*
D. James Jumer, President

Dated: 11/12/86

Attest:

By: *Robert F. Howard*
Robert F. Howard, Secretary

kkb5/JSE14
84392162

11/10/86

Schedule 1
Legal Description of Land

11/10/86

Schedule 2
Furniture, Fixtures and Equipment

11/10/86

Legal - Ref -

87-8737

Document No. filed for Record in Recorder's Office of McLean County, Illinois MAY 6 1987 at 10:51 o'clock A.M.

MEMORANDUM OF LEASE AND OPTION Ms. Illness Recorder of Deeds

I. The Lease

The City of Bloomington, Illinois, a municipal corporation, as lessor, ("Lessor"), and Jumer's of Bloomington, Inc., an Illinois corporation, as lessee, ("Lessee"), have entered into a lease, dated November 12, 1986, which lease was amended pursuant to an amendment to lease, dated April 27, 1987. (Such lease and such amendment are collectively referred to herein as the "Lease").

II. Property Subject to Lease

The following property ("Property") is subject to such Lease:

The real property legally described on Schedule 1, attached hereto, together with all personal property thereon owned by Lessor or used in connection therewith, which personal property is further described on Schedule 2, attached hereto.

III. Term of Lease:

The term of the Lease will commence on the Commencement Date, which is defined in the Lease as the first to occur of: (a) the date Lessor shall tender possession of the Property to Lessee in substantial compliance with certain Plans and Specifications attached to the Lease (which shall be no later than the date Lessor is obligated to issue Lessee a certificate of completion of construction of the conference center on the real estate described on Schedule 1, attached hereto, pursuant to the Contract for Private Redevelopment Pursuant to the Bloomington, Illinois Veterans Parkway Tax Increment Redevelopment Plan Between City of Bloomington, Illinois, and Jumer's of Bloomington, Inc. - An Illinois Corporation); or (b) the date Lessee commences business from the Property after receipt from Lessor of a certificate of occupancy pursuant to the building code of Lessor. The term of the Lease will end on December 31, 2027.

IV. Lessee Option to Purchase Property

The Lease contains an option granted by Lessor to Lessee to purchase all of the Property subject to the Lease. Lessee may exercise such option during the two (2) year period commencing January 1, 2026 and ending December 31, 2027. The closing date

Prepared by: John S. Elias, Esq.
560 Jefferson Bank Building
Peoria, Illinois 61602

mail To

for the purchase of such Property pursuant to such option must occur during the one (1) year period commencing January 1, 2027 and ending December 31, 2027.

V. Additional Terms of the Lease

Additional terms, provisions, obligations and undertakings of the parties are contained in the Lease.

VI. Execution:

Lessor:

The City of Bloomington,
a municipal corporation

By: Jesse R. Smart
Jesse R. Smart, Mayor

Attest:
[Signature]
City Clerk

Lessee:

Jumer's of Bloomington,
Inc., an Illinois
corporation

By: [Signature]
D. James Jumer,
President

Attest:
[Signature]
Robert F. Howard,
Secretary

STATE OF ILLINOIS)
COUNTY OF Peoria) SS

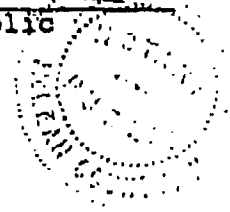
The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that D. James Turner and Robert F. Howard, personally known to me to be the President and Secretary, respectively, of Turner's of Bloomington, Inc., a corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as such President and Secretary, respectively, and as their free and voluntary act for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 5th day of May, 1987.

Jana Chambers
Notary Public

STATE OF ILLINOIS)
COUNTY OF McLean) SS

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Jesse R. Smart and Sandra Cordero, personally known to me to be the Mayor and City Clerk, respectively, of City of Bloomington, a municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as such Mayor and City Clerk, respectively, and as their free and voluntary act for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 5th day of May, 1987.

Herbert [Signature]
Notary Public



sjm/1/603
cw3
8439216301

04/23/87

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Schedule 1

to

Memorandum of Lease and Option

Lot 2, in Jumer's Subdivision, according to the Plat thereof recorded March 27, 1987 as Document No. 87-5724, in McLEAN COUNTY, Illinois ("Lot 2"), together with all buildings, improvements and structures at any time, now or hereafter, erected, situated or placed upon Lot 2; and all rights, privileges, easements, hereditaments, appendages and appurtenances at any time now or hereafter, belonging or appertaining to Lot 2.

Schedule 2

to

Memorandum of Lease and Option

All fixtures, fixed assets and personalty now or at any time hereafter annexed, affixed or attached to the real estate legally described on Schedule 1 attached hereto, and/or to any buildings, improvements, or structures on said real estate and all other personal property owned by the City of Bloomington, Illinois and used or intended to be used in the possession, occupation or enjoyment of said real estate and specifically but not by way of limitation all apparatus, appliances, machinery, equipment and articles used to supply or provide or in connection with heat, gas, air conditioning, plumbing, water, lighting, power, elevator, sewerage, cleaning, refrigeration, cooling, cooking, ventilation and sprinkler systems, water heaters, furniture, furnishings, carpeting and padding, rugs, lighting fixtures, equipment, shades and awnings, screens, drapes and drapery equipment, fire prevention and extinguishing apparatus, security and access control apparatus, all window cleaning apparatus, all grounds maintenance equipment, all substitutions thereof or thereto; and all construction materials being used for the conference center being built on said real estate whether stored on or off of said real estate.

cwl:JSE3
84392162

FIRST AMENDMENT TO THE
CITY OF BLOOMINGTON CONFERENCE CENTER
LEASE AGREEMENT

This first amendment ("First Amendment") to the City of Bloomington Conference Center Lease Agreement ("Lease") is made as of the 27th day of April, 1987, by and between the City of Bloomington, a municipal corporation, ("City") and Jumer's of Bloomington, Inc., an Illinois corporation ("Jumer's").

I. RECITALS

A. The City and Jumer's entered into the Lease, effective November 12, 1986 ("Effective Date of the Lease").

B. On the Effective Date of the Lease, the unimproved land ("Land") and related real property interests and the furniture, fixtures and equipment and other personal property ("FF&E") to be leased by the City to Jumer's under the Lease were not known with such specificity so as to be definitively set forth on Schedules 1 and 2 to the Lease and to thereby be incorporated into the Lease.

C. The City and Jumer's hereby wish to set forth and define with specificity the Land, related real property interest, FF&E and other personal property to be leased, among other assets, by the City to Jumer's under the Lease.

D. The City and Jumer's desire that the amendments set forth on this First Amendment shall be effective as of the Effective Date of the Lease as if included in the Lease on the Effective Date of the Lease.

II. AGREEMENTS

01.00 Amendments to Lease

As of the Effective Date of the Lease, the Lease is amended and supplemented as set forth in the following subsections of this Section 01.00, Amendments to Lease.

01.01 Amendment to Schedule 1 of the Lease

The Lease shall be amended and supplemented by adding Schedule 1, attached hereto, as Schedule 1 to the Lease. Such Schedule 1 is a legal description of the Land and related real property interests leased by the City to Jumer's under the Lease.

01.02 Amendment to Schedule 2 of the Lease

The Lease shall be amended and supplemented by adding Schedule 2, attached hereto, as Schedule 2 to the Lease. Such Schedule 2 is a list and description of the FF&E and other personal property to be leased by the City to Jumer's under the Lease.

04/20/87

-1-

02.00 Other Terms and Conditions of the Lease

Except as provided in Section 01.00, Amendments to Lease, all the terms and conditions of the Lease shall remain in full force and effect.

03.00 Estoppel Certification of City

As of the date of this First Amendment, the City hereby agrees and acknowledges that Jumer's is not in default under the Lease and in fact is in compliance with all terms and conditions of the Lease and the Contract for Private Development Pursuant to the Bloomington, Illinois Veterans Parkway Tax Increment Redevelopment Plan Between City of Bloomington, Illinois and Jumer's of Bloomington, Inc. - an Illinois Corporation, dated November 12, 1986.

III. EXECUTION

Dated at Bloomington, Illinois, on the first date noted above.

City:

Jumer's

City of Bloomington, Inc.,
a municipal corporation

Jumer's of Bloomington, Inc.,
an Illinois corporation

By: Jesse R. Smart
Jesse Smart, Mayor

By: Roger H. Ream
Roger H. Ream, Vice
President

Dated: April 22, 1987

Dated: April 21, 1987

Attest:

Attest:

By: David Cordes
City Clerk

By: Robert F. Howard
Robert F. Howard, Secretary

The undersigned hereby consents to this First Amendment.

Mercantile Bank National Association

By: Anne R. Hayden
Anne R. Hayden, Banking officer

CW4:JSE3
84392162

04/20/87

Schedule 1 to The City of Bloomington
Conference Center Lease Agreement:
Legal Description of Leased Land

Lot 2 in Jumer's Subdivision, according to the Plat thereof recorded March 27, 1987 as Document No. 87-5724, in McLEAN COUNTY, Illinois ("Lot 2"), together with all buildings, improvements and structures at any time, now or hereafter, erected, situated or placed upon Lot 2; and all rights, privileges, easements, hereditments, appendages and appurtenances at any time now or hereafter, belonging or appertaining to Lot 2.

04/20/87

Schedule 2 to The City of Bloomington
Conference Center Lease Agreement
Leased Furniture, Fixtures and Equipment ("FF&E")

All fixtures, fixed assets and personalty now or at any time hereafter annexed, affixed or attached to real estate defined as Lot 2 on Schedule 1 to this Lease ("Lot 2") and/or said buildings, improvements, or structures thereon and all other personal property owned by the City of Bloomington, Illinois and used or intended to be used in the possession, occupation or enjoyment thereof and specifically but not by way of limitation all apparatus, appliances, machinery, equipment and articles used to supply or provide or in connection with heat, gas, air conditioning, plumbing, water, lighting, power, elevator, sewerage, cleaning, refrigeration, cooling, cooking, ventilation and sprinkler systems, water heaters, furniture, furnishings, carpeting and padding, rugs, lighting fixtures, equipment, shades and awnings, screens, drapes and drapery equipment, fire prevention and extinguishing apparatus, security and access control apparatus, all window cleaning apparatus, all grounds maintenance equipment, all substitutions thereof or thereto; and all construction materials being used for the conference center being built on Lot 2 whether stored on or off of Lot 2; and including by way of illustration and not limitation the following categories of furniture, fixtures and equipment (together with the anticipated budget) expected to be purchased by the City of Bloomington in connection with the construction of The City of Bloomington Conference Center on Lot 2:

<u>Item</u>	<u>Anticipated Cost</u>
Room Furnishing	\$107,120.00
Room Carpet	30,000.00
Light Fixtures	20,000.00
Supplies Including Tax	27,280.00
Paint & Decorating Labor	10,000.00
Sound Equipment	
Canopies	
Wall Covering	10,000.00
Antiques	10,000.00
Signage	5,000.00
Bar Equipment	4,000.00
Kitchen Equipment NT	44,000.00
 <u>TOTALS</u>	 <u>\$267,400.00</u>

04/20/87

Legal-Ref

2002-10966

2002R05572

RECORDER'S OFFICE
MCLEAN COUNTY, IL
RECORDED OK

02-07-2002 1:36:27 PM

RUTH WEBER
RECORDER

REC. FEE: 18.00
PAGES: 4

238938
Prepared By:

Michael R. Seghetti
Elias, Meginness, Riffle &
Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, Illinois 61602

After recording return to:

Dee Runnels
Snyder, Schwarz, Park
& Nelson
1600 Fourth Avenue, Suite 200
Rock Island, IL 61201

ASSIGNMENT AND ASSUMPTION OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that Jumer's Castle Lodge, Inc., a Delaware corporation, successor by merger to Jumer's of Bloomington, Inc. ("Assignor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby sell, transfer, assign and set over unto Bloomington Chateau Partners, LLC, an Illinois limited liability company ("Assignee") all of Assignor's right, title and interest in and to the following lease:

City of Bloomington Conference Center Lease Agreement dated November 12, 1986 between the City of Bloomington, Illinois and Jumer's of Bloomington, Inc., as amended by a First Amendment to City of Bloomington Conference Center Lease Agreement dated April 27, 1987, with respect to the real estate described on Exhibit A attached hereto and made a part hereof.

Assignee, in consideration of the foregoing assignment, hereby assumes the obligations of Assignor under said lease.

This Assignment is given in connection with a conveyance of Jumer's Chateau, Bloomington, Illinois, from Assignor to Assignee.

Dated: 2/6, 2002

ASSIGNEE:

BLOOMINGTON CHATEAU PARTNERS,
LLC

By: [Signature]
Its: [Signature]

ASSIGNOR:

JUMER'S CASTLE LODGE, INC.

By: [Signature]
Its: [Signature]

2002-05572

LANDLORD'S CONSENT AND RELEASE 2002-10966

The City of Bloomington, Illinois, hereby consents to the foregoing assignment and releases Jumer's Castle Lodge, Inc. from all obligations under the above-described Lease.

CITY OF BLOOMINGTON, ILLINOIS

By: [Signature]
Its: Mayor

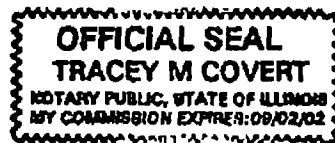
302-016

STATE OF ILLINOIS)
) SS.
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Cludy Markowski, personally known to me to be the Mayor, of the City of Bloomington, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Mayor, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Mayor, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 20th day of January, 2002.

[Signature]
Notary Public



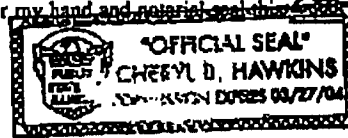
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STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

2002-10966

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that FRANK Pedulla, personally known to me to be the President of Jumer's Castle Lodge, Inc., a Delaware corporation, successor by merger to Jumer's of Bloomington, Inc., and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such President, and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 1st day of Feb., 2002.



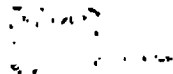
Cheryl D. Hawkins
Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Bloomington Chateau Partners, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such _____, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this ____ day of _____, 2002.

Notary Public



2002-05572

EXHIBIT A

2002-10966

Legal Description

Lot 2 in Jumer's Subdivision, according to the plat thereof recorded with the McLean County Recorder on March 27, 1987 as Document No. 87-5724.

99-13-252-001

EXHIBIT C
TO
ESTOPPEL CERTIFICATE AND CONSENT AGREEMENT

[List of any transfers, encumbrances, etc. by Lessor]

NONE