

**DuPage County
Election Commission**

Warehouse Lease Agreement

SUITE A

2580 DIEHL ROAD

AURORA, IL

INDUSTRIAL

TABLE OF CONTENTS

	Page
1. Demise.....	4
2. Term.....	4
3. Rent.....	5
4. Permitted Use	6
5. Operating Expenses	6
6. Additional Rent	7
7. Repairs and Maintenance	8
8. Hazardous Waste.....	9
9. Insurance	10
10. Damage or Restoration.....	11
11. Indemnification	11
12. Assignment and Subletting	12
13. Care of Premises.....	12
14. Alteration by Tenant.....	12
15. Condemnation	13
16. Subordination	13
17. Access to Premises	14
18. Rules and Regulations	14
19. Covenants of Right to Lease	14

20.	Mechanic's Liens.....	14
21.	Expiration of Lease and Surrender of Possession.....	14
22.	Default Remedies.....	15
23.	Re-Entry by Landlord.....	16
24.	Additional Rights to Landlord.....	16
25.	Successors, Assigns and Liability	17
26.	Notices.....	17
27.	Mortgagee's Approval.....	17
28.	Estoppel Certificates	17
29.	Miscellaneous.....	18
30.	Default Rate of Interest.....	19
31.	Exculpatory Provisions	19
32.	Mortgage Protection	19
33.	Reciprocal Covenant on Notification of ADA Violations.....	19
34.	Laws that Govern.....	19
35.	Confidentiality.....	20
36.	Option to Terminate	20
37.	Option to Renew	20

LEASE AGREEMENT

THIS LEASE AGREEMENT by and between AG Investors IV, LLC, an Illinois Limited Liability Company, whose address for the purpose of this lease shall be 5101 Darmstadt Road, Hillside, IL 60162, hereinafter referred to as "Landlord", and DUPAGE COUNTY ELECTION COMMISSION whose address for the purpose of this lease (Lease) shall be 2580 Diehl Road Suite A Aurora, IL 60502, hereinafter referred to as "Tenant".

IT IS AGREED AS FOLLOWS:

1. DEMISE.

Landlord does hereby lease to Tenant and Tenant hereby rents the premises (Premises) described as: approximately 28,414 square feet of net rentable area located at 2580 Diehl Road, Aurora, IL, 60502-9497 Suite A/B, of eastern end cap section of a 65,200 square foot multi-tenant office warehouse building, which, more particularly, includes the space and Premises shown on the plan attached hereto and marked Exhibit "A". Tenant shall be allowed the non exclusive use of 20 parking spaces for its employees and invitees.

Improvements. Landlord shall prepare and furnish the drawings and specifications as needed for all improvements set forth in Exhibits "B" (Improvements) which is attached hereto and made a part hereof. The total cost of the Improvements including costs for space planning, construction drawings, the actual construction and construction management is to be paid by Landlord.

2. TERM.

The term of this Lease shall be for a period of Five (5) years, commencing on the 1st day of August, 2006 and ending at midnight on July 31, 2011 (Lease Term). Notwithstanding said commencement date, if for any reason Landlord cannot deliver possession of the leased Premises to the Tenant on or by August 1st, 2006, Tenant shall not be obligated to pay rent until possession of the Premises is tendered to Tenant. In such event, the term of the Lease shall be extended so that the term remains 60 months and the parties shall draft an agreement confirming the new commencement date. If the leased Premises are delivered on a date other than the 1st day of the month, rent for that month shall be prorated and the term extended for the full term from the first day of the following month. In the event that the delay of delivery of possession results from Tenant's failure to perform work for which Tenant is responsible, or fails to furnish or approve, as agreed, the plans and specifications as provided above, or fails to make timely selections of materials, color choices or other matters for which Tenant is responsible, the rent shall, nonetheless, commence on the commencement date stated above. If Tenant occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof and shall not advance the termination date. Tenant shall not be required to pay rent for such period.

Tenant shall have the option to terminate this Lease Agreement, as provided for in paragraph 36.

3. RENT.

- (A) Rent. Tenant shall pay for the use and occupancy of the Premises a base rental sum (Rent), as provided for in the payment schedule, Exhibit "D", payable in equal monthly installments in the amount, as provided for in the payment schedule, Exhibit "D" on the first day of each month in advance without demand during the Lease Term. Rent of any period during the Lease Term hereof which is less than one month shall be a pro-rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.
- (B) Place of Payment. All such rentals shall be paid to Landlord at 5101 Darmstadt Road, Hillside, IL 60162 or at such place as Landlord may designate from time to time, in writing addressed to Tenant.
- (C) Late Charge. Tenant hereby acknowledges that late payment by Tenant of Rent or other sums due thereunder will cause Landlord to incur costs not contemplated by this Lease. Therefore, if any installment of Rent or any other sum due from Tenant shall not be received by Landlord within ten (10) days after such amount is due, Tenant shall pay to Landlord a late charge of six percent (6%) of such overdue amount. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount or prevent Landlord from exercising any other right or remedy available to Landlord.
- (D) Receipt. Receipt is hereby acknowledged of the sum of \$14,680.50 in payment of the base monthly Rent and the sum of \$2,746.50 in payment of Additional Rent for the first month of the Lease Term.
- (E) Security Deposit. Tenant shall deposit with Landlord upon execution hereof an amount equal to \$17,426, one month of gross rent, as a security deposit for Tenant's faithful performance of Tenant's obligation hereunder. If Tenant fails to pay Rent or other charges due hereunder or otherwise defaults with respect to any provision of the Lease, Landlord may, after 10 days written notice to Tenant, use, apply or retain all or any portion of said deposit for the payment of any Rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said deposit, Tenant shall within ten (10) days after written demand therefore deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount herein above stated and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep said deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Landlord shall be returned, without payment of interest or other increment for its use to Tenant (or at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the Lease Term hereof, and within thirty (30) days after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to said security deposit.

Tenant hereby agrees not to look to any mortgagee as mortgagee, mortgagee-in-possession or successor in title to the Premises for accountability for any security deposit required by Landlord hereunder, unless said sums have actually been received by said mortgagee as security for Tenant's performance of this Lease. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises, in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to said security deposit.

4. PERMITTED USE.

Tenant covenants that the Premises will be used as an office and warehouse facility for storage and testing of voting equipment and any related uses (Permitted Use) and for no other use or purpose. Tenant further covenants that the Premises will not be used or occupied for any unlawful purposes. Tenant agrees to and shall use the Premises solely for the purpose of conducting the Permitted Use and for no other business or purpose.

5. OPERATING EXPENSES.

A. Tenant Responsibilities

Operating Expenses - For purposes of this Lease, "Additional Rent" shall include the associated management, accounting, and administrative, costs shall hereinafter be referred to as "Operating Expenses." Set forth herein:

Real Estate Taxes
Insurance
Association Dues
Landscaping
Mgt & Adm.
Other CAM

Management Fees, administrative costs and accounting costs shall, for purposes of this Lease, not exceed 3% of Gross Operating Revenues.

- (1) Tenant shall be separately metered and pay all utility bills incurred including but not limited to water, gas, electricity, fuel, light, heat and power bills.
- (2) Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county, and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the Premises.

B. Landlord Responsibilities

In Reference to: TAXES, UTILITIES, REPAIRS, MAINTENANCE AND REPLACEMENT

- (1) The Landlord shall pay all taxes payable during the Lease Term before the same are delinquent.
- (2) If in the future a tax or other charge on Rents shall be imposed by any governing body having the authority to impose such tax or charge, then such tax or charge shall likewise be the obligation of the Landlord.
- (3) As used herein, the term "taxes" shall mean real estate taxes, assessments (whether they be general or special), sewer rents, rates and charges, transit and transit district taxes, taxes based upon the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits, except as provided herein), which may now or hereafter be levied, assessed or imposed against the Premises.
- (4) Landlord shall be responsible for the repair, maintenance and replacement of the building shell, common areas and elements including: (i) the roof; (ii) structural components of the building; (iii) parking lot and grounds, and all other repairs, maintenance and replacements to the building and common elements that the Landlord deems in its sole judgment to be reasonably necessary.
- (5) Landlord shall be responsible for providing Property and Liability Insurance for the Premises. Should Landlord choose to self-insure, the cost of maintaining such self insurance shall be considered an expense of the property. In no event will the cost exceed the cost of maintaining first dollar coverage.
- (6) Landlord shall pay association dues and other operating expenses associated with common elements and areas

6. ADDITIONAL RENT.

It is understood that the Rent set forth in paragraph 3 of the Lease was negotiated in anticipation that the Tenant pays for a pro-rata share of the Operating Expenses, not paid directly by Tenant, as further defined in paragraph 5 above. Said pro rata share shall be 43.58 % of the building (excluding items of a capital nature based on generally accepted accounting principles). The Operating Expenses that are related to the demised area marked in Exhibit A. Therefore, in order that Rent payable throughout the term of this Lease shall reflect such costs, Tenant shall pay its pro-rata share of the Operating Expenses defined in paragraph 5. At the beginning of the Lease Term and within

60 days after the first day of each calendar year, Landlord shall furnish to Tenant an estimate of Tenant's pro-rata share of Operating Expenses, not paid directly by Tenant, defined in Paragraph 5 for the ensuing calendar year. Tenant shall pay to Landlord 1/12th of said estimate at the same time and place as the base rent is to be paid pursuant to paragraph 3, above. Landlord will furnish a statement of the actual cost with respect to the reimbursable expenses no later than sixty (60) days following the calendar year-end including the year following the year in which the Lease terminates. In the event that Landlord is, for any reason, unable to furnish the accounting for the prior year within the time specified above, the Landlord will furnish such accounting as soon thereafter as practicable with the same force and effect as the statement would have had if delivered within the time specified above. Tenant will pay any deficiency to Landlord as shown by such statement within thirty (30) days after receipt of statement. If the total amount paid by Tenant during any calendar year exceeds the actual amount of its share of the Operating Expenses due for such calendar year, the excess will be refunded by Landlord within thirty (30) days of the date of the statement. Landlord will keep books and records showing the Operating Expenses in accordance with generally accepted accounting principles. Upon five (5) business days notice, Tenant shall have the right to inspect the books and records at the office of the Landlord or its Manager. Operating Expenses do not include repairs or replacements to the Property of a capital nature. If Tenant challenges an expense, the parties shall work in good faith to resolve the issue. If Landlord's accounting is in error, Landlord will within 30 days refund amounts due or credit the Tenant's account. If Tenant is in error, Tenant shall within 30 days remit any balance due. If the parties cannot agree within a reasonable period, they shall select a mutually acceptable CPA to review the challenged operating Expenses. The decision of the CPA shall be final and binding. Each party shall bear its own expense with respect to any challenge or inspection related hereto.

Landlord will guarantee that Tenant's prorated Additional Rent expenses for the calendar year ending December 31, 2006 shall not exceed \$1.16 psf on a prorated basis for the period thereof occupied by Tenant.

If the property shall be granted real estate tax relief specifically attributable to Tenant based on the Tenant's governmental tax exempt status, Landlord shall deduct such identifiable amounts from taxes payable as Additional Rent due from Tenant.

7. REPAIRS AND MAINTENANCE

Notwithstanding anything to the contrary contained herein, the Tenant will keep, maintain and preserve the Premises in a first class condition. The Tenant at its sole cost and expense will provide janitorial, trash removal and window washing for the Premises. When and if needed, at the Tenant's sole cost and expense, the Tenant will make repairs to the Premises including but not limited to light bulbs, plumbing fixtures and electrical fixtures. The Tenant will also repair and replace at its sole cost and expense any broken windows and/or damage to the building or Premises caused by the Tenant or its employees, agents, guests or invitees during the Lease Term hereof. The above repairs, replacements, and/or services must be performed by a contractor acceptable to the Landlord. Should Tenant fail to perform all repairs and replacements to Tenant's Premises such repairs may be performed by the Landlord and charged to the Tenant at the Tenant's sole cost and expense after thirty (30) days written notice by Landlord. Tenant will comply with all ordinances of the City of Aurora, IL, rules and regulations of the Board of Health and the laws of the State of Illinois. The Tenant is also responsible for compliance with all laws, rules and regulations of any

governmental authority required of either the Landlord or the Tenant relative to the repair, maintenance and replacement in the Premises.

8. HAZARDOUS WASTE.

The term "Hazardous Substances", as used in this lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law", which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that (A) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (B) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (C) no portion of the Premises will be used as a landfill or a dump; (D) Tenant will not install any underground tanks of any type; (E) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (F) Tenant will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Landlord or Landlord's representative shall have the right but not the obligation to enter the Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work. If at any time during or after the term of the Lease Term, the Premises are found to be so contaminated or subject to said conditions, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost, and Tenant agrees to indemnify, defend and hold harmless Landlord, its lenders, any managing agents and leasing agents of the Premises, and their respective agents, partners, officers, directors and employees, from all claims, demands, actions, liabilities, costs, expenses, damages (actual or punitive) and obligations of any nature arising from or as a result of the use of the Premises by Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

During the Lease Term, Tenant shall promptly provide Landlord with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters,

notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, The State of Illinois Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning (i) any Hazardous Substance and the Premises; (ii) the imposition of any lien on the Premises; or (iii) any alleged violation of or responsibility under any Environmental Law.

9. INSURANCE.

(A) INSURANCE BY LANDLORD.

Landlord shall, during the Lease Term, procure and keep in force the following insurance, the cost of which may be deemed as additional Rent payable, by Tenant pursuant to Paragraph 5 or Paragraph 6:

- (1) PROPERTY INSURANCE. "All Risk" property insurance, including, without limitation, coverage for earthquake and flood; and machinery (if applicable); sprinkler damage; vandalism; malicious mischief. Such Insurance shall not cover Tenant's interior building improvements, equipment, trade fixtures, inventory, fixtures or personal property located on or in the Premises;
- (2) LIABILITY INSURANCE. Commercial general liability (lessor's risk) insurance against any and all claims for bodily injury, death or property damage occurring in or about the Building or the Land. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence per location with a Two Million Dollar (\$2,000,000) aggregate limit; and
- (3) OTHER. Such other insurance as Landlord deems necessary and prudent.

(B) INSURANCE BY TENANT.

Tenant shall, during the Lease Term, procure and keep in force insurance as more fully reflected in Exhibit E:

- (1) Other. Such other insurance as required by law, including, without limitation, workers' compensation insurance.

(D) SUBROGATION.

In the event of loss or damage to the Premises, each party will look first to any insurance in its favor before making any claim against the other party. The Tenant will obtain for each policy in effect a provision permitting waiver of any claim against the Landlord for loss or damage within the scope of the insurance. In addition, each party, its agents, employees or guests to the extent permitted, for itself and its insurers waives all such insured claims against the other party.

10. DAMAGE OR RESTORATION.

If, prior to or during the Lease Term, or any extension thereof, the Building Shell of which the Premises may be a part, shall be so damaged or destroyed by fire or other casualty so as to render them untenable for the purposes set forth in Paragraph 4 hereof, then Landlord, at its sole option, shall have the right to cancel and terminate this Lease. If not terminated, then Landlord shall repair and restore the Building Shell with all reasonable speed to substantially the same condition as immediately prior to such damage or destruction, and the Rent or a just and proportionate part thereof, according to Tenant's ability to utilize the Premises in its damaged condition, shall be abated until the Building Shell shall have been repaired and restored by Landlord. But if the Premises shall be so lightly damaged by fire or other casualty as not to be rendered untenable, then Landlord agrees to repair the Building Shell with reasonable promptness and the rent accrued and accruing, shall not cease. "Untenable" Premises shall be such as to not allow Tenant to transact and effectuate its operations in the ordinary course of business.

11. INDEMNIFICATION.

- (A) Tenant's Indemnity. Except to the extent caused by the breach of this Lease by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including without limitation reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible; or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Lease. Tenant's obligations under this section shall survive the expiration or earlier termination of this Lease.
- (B) Landlord's Indemnity. Except to the extent caused by the breach of this Lease by Tenant or the acts or omissions of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including without limitation reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; or (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Lease. Landlord's obligations under this section shall survive the expiration or earlier termination of this Lease.

12. ASSIGNMENT AND SUBLETTING.

Tenant may not assign, sublet or transfer this Lease to any person, firm or corporation without the written consent of Landlord in Landlord's sole discretion. Any assignment, sublease or transfer without the prior written consent of Landlord shall be null and void at Landlord's option. Landlord's approval, if granted, of any subtenant or assignee is conditioned upon there being no additional compliance required with any laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority.

Request for consent to assign Tenant's interest or to sublease the Premises shall be accompanied by a statement setting forth the name of the prospective assignee or sub lessee, the financial details of the assignment or sublease (i.e. the rental and security deposit), the term, other relevant information concerning the proposed assignee or sub lessee. Landlord shall have the right within ten (10) days after receipt of such written request from Tenant to (A) withhold consent to the assignment or sublease, or (B) consent to such sublease or Assignment in which case Tenant will remain liable under the Lease.

13. CARE OF PREMISES.

Tenant further covenants and agrees that during said Lease Term it will keep said Premises and every part thereof and all buildings at any time situated thereon in a clean and habitable condition and generally that it will in all respects and at all times duly comply with all lawful health and police regulations and also that it will keep the improvements at any time situated upon the Premises safe, secure and conform to the lawful and valid requirements applicable thereto.

14. ALTERATION BY TENANT.

(A) Except as otherwise provided herein, Tenant is hereby given the right, at its sole cost and expense, at any time during the term hereof, to make any non structural alterations or improvements to the interior of the demised premises which the Tenant may deem necessary or desirable for its purposes; provided, however, that no alterations or improvements shall be made without the prior written approval of the Landlord, which written approval shall not be unreasonably withheld. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with any laws, rules and regulations of governmental agencies or authorities.

(B) All work herein permitted shall be done and completed by the Tenant in a good and workmanlike manner and in compliance with all requirements of law and of governmental rules and regulations. Tenant agrees to indemnify the Landlord against all mechanics' or other liens arising out of any of such work, and also against any and all claims for damages or injury which may occur during the course of any such work. The Landlord agrees to join with the Tenant in applying for all permits necessary to be secured from governmental authorities and to promptly execute such consents as such authorities may require in connection with any of the foregoing work.

- (C) Landlord shall advise Tenant, if and when Landlord approves of any alterations, improvements, or additions, if Landlord other than those set forth in Exhibit "B" will require that Tenant remove said alterations, improvements or additions at the expiration of the term, and restore the Premises to their prior condition. Unless Landlord requires their removal, all alterations, additions and improvements which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Lease Term. Tenant shall repair any damage to the Premises caused by the installation or removal of Tenant's trade fixtures, furnishings and equipment. Landlord may require an additional security deposit to insure the restoration or repair of the Premises.

15. CONDEMNATION.

- (A) If the leased Premises shall be wholly taken by exercise of right of eminent domain, then this Lease shall terminate from the day the possession of the whole of the Premises shall be required under the exercise of such power of eminent domain. Any award for the taking of all or part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of the Landlord. Tenant reserves such separate rights as it may have against the condemning authority to claim damages for loss of its business trade fixtures and the cost of removal and relocation expenses.
- (B) If such part of the building or buildings in which Tenant's business is operated shall be condemned so as to substantially and materially hamper the operation of Tenant's business, then Tenant shall have the option of terminating the Lease. If part of the Building is condemned, but Tenant does not wish to terminate the Lease then the Rent payable hereunder shall be reduced in the proportion that the remaining area of the Premises bears to the original area of the entire Premises leased hereunder. If the parties are unable to agree upon the amount of the reduction in Rent within seven (7) days from the date the Tenant's business is substantially and materially hampered, then it shall be arrived at by arbitration, each party to select an arbitrator and if the two arbitrators are unable to agree they shall select a third arbitrator and the three arbitrators so selected shall determine the amount of such reasonable reduction. It is agreed that the findings of the arbitrators shall be binding upon the parties.

16. SUBORDINATION.

Tenant shall, upon the written request of Landlord, agree to the subordination of this Lease and the lien hereof to the lien of any present or future mortgage upon the premises irrespective of the time of execution or the time of recording of any such mortgage. In the event of subordination of this Lease, Landlord will attempt to obtain from the holder of any such mortgage, a written agreement with Tenant to the effect that (A) in the event of a foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder; and (B) such holder will agree that in the event it or any successor assign shall be in possession of the premises, that so long as Tenant shall observe and perform all of the obligations of Tenant to be performed pursuant to this Lease, such Mortgagee will perform all obligations of Landlord required

to be performed under this Lease. The word "Mortgage" as used herein includes mortgages, deeds of trust and any sale-leaseback transactions, or other similar instruments, and modifications, extensions, renewals, and replacements thereof, and any and all advances thereunder.

17. ACCESS TO PREMISES

Landlord and its authorized agents shall have limited access to said Premises at reasonable times to inspect the same and for the purposes pertaining to the rights of the Landlord, upon notice to the Tenant and only in the presence of the Tenant, due to the security concerns.

18. RULES AND REGULATIONS.

Tenant agrees to comply with all rules and regulations promulgated by Landlord concerning the use and enjoyment of the Premises to the extent such rules do not interfere with the Tenants stated purpose for the Tenancy. Among other things, the rules and regulations specifically prohibit outdoor storage.

19. COVENANTS OF RIGHT TO LEASE.

Landlord covenants that it has good and sufficient right to enter into this Lease and that they alone have full right to lease the Premises for the Lease Term aforesaid. Landlord further covenants that upon performing the terms and obligations of Tenant under this Lease, Tenant will have quiet enjoyment throughout the Lease Term and any renewal or extension thereof.

20. MECHANIC'S LIENS.

Neither the Tenant nor anyone claiming by, through, or under the lease, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever upon said Premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor.

21. EXPIRATION OF LEASE AND SURRENDER OF POSSESSION.

- (A) Holding Over. Tenant will, at the termination of this Lease, by lapse of time or otherwise, yield up immediate possession to Landlord. If Tenant retains possession of the Premises or any part thereof after such termination, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes any one of (i) renewal of this Lease for one year, and from year to year thereafter, or (ii) creation of a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (iii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this Lease; provided,

however, that the monthly Rent (or daily Rent under (iii)) shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as additional Rent, be equal to 100% the Rent being paid monthly to Landlord under this Lease immediately prior to such termination (prorated in the case of (iii) on the basis of a 365-day year for each day Tenant remains in possession). If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the Rent in the preceding sentence. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

- (B) Upon the expiration of this Lease, by lapse of time or otherwise, any and all buildings, improvements or additions erected on said Premises by Tenant which are not removed by Tenant pursuant to 14 shall be and become the property of the Landlord without any payment therefore and Tenant shall surrender said Premises, together with all buildings and improvements thereon, whether erected by Tenant or Landlord, ordinary wear and tear and damage by fire or other casualty excepted.
- (C) Tenant may install adequate equipment, fixtures and machinery for the carrying on of its business and upon the termination of this Lease by lapse of time or otherwise, provided all Rents and other amounts that may be due and owing to Landlord have been paid and the provisions of this Lease complied with, the Tenant may remove such equipment, fixtures and machinery installed by it at Tenant's cost. However, upon removal of such equipment, fixtures and machinery, the Tenant shall also repair any damage caused by such removal or installation.

22. DEFAULT-REMEDIES.

The occurrence of one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- (A) Failure by Tenant to make payment of any Rent herein agreed to be paid or any other payment required to be made by Tenant hereunder, as and when due, and such a failure shall continue for a period of thirty (30) days;
- (B) The failure by Tenant to perform or observe any other term, covenant, agreement or condition to be performed or kept by the Tenant under the terms, conditions, or provisions of this lease, and such a failure shall continue uncorrected for thirty (30) days after written notice thereof has been given by Landlord to the Tenant.

Then and in any such event Landlord shall have the right, at the option of the Landlord, then or at any time thereafter while such default or defaults shall continue, to elect either (1) to cure such default or defaults at its own expense and without prejudice to any other remedies which it might otherwise have, any payment made or expenses incurred by Landlord in curing such default with

interest thereon at eighteen percent (18%) per annum to be and become additional Rent to be paid by Tenant with the next installment of Rent falling due thereafter; or (2) to re-enter the Premises, without notice, and dispossess Tenant and anyone claiming under Tenant by summary proceedings or otherwise, and remove their effects, and take complete possession of the Premises and either (a) declare this Lease forfeited and the Lease Term ended, or (b) elect to continue this Lease in full force and effect, but with the right at any time thereafter to declare this Lease forfeited and the Lease Term ended. In such re-entry the Landlord may, with or without process of law, remove all persons from the Premises, and Tenant hereby covenants in such event, for itself and all others occupying the Premises under Tenant, to peacefully yield up and surrender the Premises to the Landlord. Should Landlord declare this Lease forfeited and the Lease Term ended, the Landlord shall be entitled to recover from Tenant the Rent and all other sums due and owing by Tenant to the date of termination, plus the costs of curing all of Tenant's defaults existing at or prior to the date of termination, plus the cost of recovering possession of the Premises, plus the deficiency, if any, between Tenant's Rent for the balance of the Lease Term provided hereunder and the Rent obtained by Landlord under another lease for the Premises for the balance of the Lease Term remaining under this lease. Landlord shall use its best efforts to rent the Premises with or without advertising, and on the best terms available for the remainder of the Lease Term hereof, or for such longer or shorter period as Landlord shall deem advisable. Tenant shall remain liable for payments of all Rent and other charges and costs imposed on Tenant herein, in the amounts, at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred in curing Tenant's defaults and re-entering, preparing and refinishing the Premises for reletting, and reletting the Premises, and for the payment of any procurement fee or commission paid to obtain another Tenant, and for the attorney fees and legal costs incurred by Landlord.

23. RE-ENTRY BY LANDLORD.

No re-entry by Landlord or any action brought by Landlord to oust Tenant from the Premises shall operate to terminate this Lease unless Landlord shall have given written notice of termination to Tenant, in which event Tenant's liability shall be as above provided. No right or remedy granted to Landlord herein is intended to be exclusive of any other right or remedy, and each and every right and remedy herein provided shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing in law or equity or by statute. In the event of termination of this Lease, Tenant waives any and all rights to redeem the Premises either given by any statute now in effect or hereafter enacted.

24. ADDITIONAL RIGHTS TO LANDLORD.

(A) (Deleted)

(B) Receipt by Landlord of Rent or other payments from the Tenant shall not be deemed to operate as a waiver of any rights of the Landlord to enforce payment of any Rent, additional Rent, or other payments previously due or which may thereafter become due, or of any rights of the Landlord to terminate this Lease or to exercise any remedy or right which otherwise might be available to the Landlord, the right of Landlord to declare a forfeiture for each and every breach of this Lease is a continuing one for the life of this Lease.

25. SUCCESSORS, ASSIGNS AND LIABILITY.

The terms, covenants, conditions and agreements herein contained and as the same may from time to time hereafter be supplemented, modified or amended, shall apply to, bind, and inure to the benefit of the parties hereto and their legal representatives, successors and assigns, respectively. In the event either party now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such person, firms and/or corporations shall be jointly and severally liable as parties hereunder.

26. NOTICES.

All notices required under this Lease shall be in writing and shall be deemed to be properly served when posted by United States first class mail, express mail service, faxed or hand delivered to the party to whom directed at the address herein set forth or at such other address as may be from time to time designated in writing by the party changing such address.

Landlord

AG Investors IV, LLC
C/O AG Real Estate Investors, LLC
5101 Darmstadt Rd
Hillside, IL 60162
Attn: Anthony Chirico
(630) 368 3700 Ofc
(630) 258 8142 Cell
(630) 368 3720 Fax

Tenant

DuPage County Election Commission
421 N. County Farm Road
Wheaton, IL 60187
Attn: Robert T. Saar
(630) 407-5625
With Copy To:
Patrick K. Bond
Bond, Dickson & Associates, P.C
.301 S. County Farm Road, Suite E
Wheaton, IL 60187
(630) 681-1000 Ofc
(630) 681-1020 Fax

27. MORTGAGEE'S APPROVAL
(Deleted)

28. ESTOPPEL CERTIFICATES.

Tenant agrees that at any time within ten (10) days following written notice from Landlord, it will execute, acknowledge and deliver to Landlord or any proposed mortgagee or purchaser a statement in writing certifying whether this Lease is in full force and effect and, if it is in full force and effect, what modifications have been made to the date of the certificates and whether or not any defaults or offsets exist with respect to this Lease and, if there are, what they are claimed to be and setting forth dates to which Rent or other charges have been paid in advance, if any, and stating whether or not Landlord is in default, if so, specifying what the default may be. The failure of Tenant to execute, acknowledge, and deliver to Landlord a statement as above after Thirty (30) days shall constitute an

acknowledgment by Tenant that this Lease is unmodified and in full force and effect and that the Rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of Landlord's notice to Tenant and shall constitute as to any person, a waiver of any defaults which may exist prior to such notice.

29. MISCELLANEOUS.

- (A) In the event that Tenant desires to store or maintain the type or character of goods or materials other than the voting equipment provided for herein the Premises which cause an increase in insurance premiums for the building, Tenant shall first obtain the written consent of Landlord, which consent shall not be unreasonably withheld, and Tenant shall reimburse Landlord for any increase in premiums caused thereby.
- (B) If any term or provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall not be affected by such determination and shall continue to be valid and enforceable.
- (C) This agreement contains the entire Lease contract between the parties hereto. A short form of this Lease, for the purpose of recording, may be executed by the parties simultaneously herewith and if either party desires to record this Lease, the short form shall be used for that purpose.
- (D) The parties executing this Lease warrant that this agreement is being executed with full corporate authority and that the officers whose signatures appear hereon are duly authorized and empowered to make and execute this Lease in the name of the corporation by appropriate and legal resolution of its Board of Directors.
- (E) Unless the context clearly denotes the contrary, the word "Rent" or "Rental" as used in this Lease not only includes cash Rental, but also all other payments and obligations to pay assumed by the Tenant, whether such obligations to pay run to the Landlord or to other parties.
- (F) Landlord shall be responsible for all commissions. Landlord shall pay Stephens Commercial Real Estate a full fee commission equal to eight percent (8%) of the average annual paid net rental for one year and three percent (3%) of the average annual net rental for the balance of the lease term. Commissions shall be due and payable pursuant to a separate agreement with Co Broker. Tenant warrants and represents that it has not dealt with another broker in connection with this Lease.
- (G) Landlord will deliver building and Landlord improvements for the Premises compliant with the Americans with Disabilities Act (ADA).
- (H) Subject to any applicable ordinances Tenant may place signs on building, if desired. The Landlord will provide street address signage.

30. DEFAULT RATE OF INTEREST

All amounts owed by Tenant to Landlord pursuant to any provision of this Lease shall bear interest from the date due until paid at eighteen percent (18%) per annum, unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.

31. EXCULPATORY PROVISIONS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Landlord while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Landlord are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Premises to the terms of this Lease and for no other purpose whatsoever, and in case of default hereunder by Landlord, Tenant shall look solely to the interests of Landlord in the Premises; and that Landlord shall not have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

32. MORTGAGE PROTECTION

Tenant agrees to give any holder of any first mortgage or first trust deed in the nature of a mortgage (both hereinafter referred to as a "First Mortgage") against the Premises, or any interest therein, by registered or certified mail, a copy of any notice or claim of default served upon Landlord by Tenant, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of Landlord's interest in leases, or otherwise) of the address of such First Mortgage holder.

33. RECIPROCAL COVENANT ON NOTIFICATION OF ADA VIOLATIONS

Within thirty (30) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the property or the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the property or the Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the property or the Premises.

34. LAWS THAT GOVERN.

Landlord and Tenant agree that the term and conditions of this Lease shall be governed by the Laws of the State of Illinois.

35. CONFIDENTIALITY

Tenant agrees that this Agreement of Lease will be kept confidential and shall not, without Landlord's prior written consent, be disclosed by the Tenant or by its agents, representatives and employees who have a need to know and who are informed by Tenant of the confidential nature of the Agreement of Lease except as required by law.

36. OPTION TO TERMINATE

If Tenant has not been in, and is not then in, default of this Lease, Tenant shall have a one time option to terminate this Lease effective after the 36th Lease month. To exercise this Option to Terminate, Tenant must deliver to Landlord its termination option notice in writing, at least twelve (12) months prior to the last day of the 36th month of the Lease Term. At the time Tenant exercises this Termination Option, Tenant shall pay a termination fee of Sixty thousand dollars (\$60,000) payable to Landlord.

37. OPTION TO RENEW

If Tenant has not been and is not then in default of this Lease, Tenant will have two 5 year options to renew (Renewal Options) this Lease, with rental rates for the subsequent 5 year Renewal Terms based upon EXHIBIT D and as follows; At the end of the initial 5 year Lease Term, Tenant may elect to renew this Lease for an additional 5 year term (First Renewal Term) at rental rates based upon Exhibit D. If applicable, Tenant may renew the Lease for an additional 5 year term (Second Renewal Term) after the First Renewal Term, at rental rates as set forth in Exhibit D. All other terms and conditions of the Lease shall remain the same. To exercise each Option to Renew, Tenant must notify Landlord in writing six (6) months in advance of the expiration of the then current term.

IN WITNESS WHEREOF, the parties hereto may execute this Lease in counterpart copies, each of which shall be deemed originals or Landlord and Tenant have executed this Lease the date and year noted below.

Signed on this 11 day of July 2006.

LANDLORD: AG Investors IV, LLC

By: AG Investors IV, LLC, Landlord

BY: AG Real Estate Investors, LLC, Its Manager

By:

Signature on File

Anthony Chirico, Its Manager

TENANT: DuPage County Election Commission

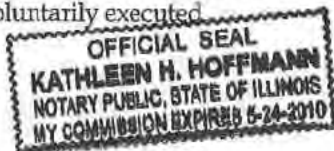
Signature on File

By

J.P. "Kek" Carney, Its Chairman

State of IllinoisCounty of DuPage) ss.

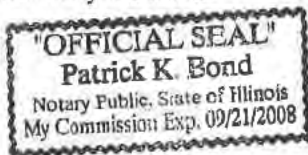
On this 11th day of July, 2006, before me, the undersigned, Notary Public in and for the State of Illinois, personally appeared Anthony Chirico and _____, to me personally known, who being by me duly sworn, did say that they are the manager and _____, respectively of said corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of the said corporation; that the instrument was signed and sealed on behalf of the corporation by authority its Board of Directors; and that the said manager and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the corporation by it and by them voluntarily executed.



Signature on File

Notary Public in and for the State of IllinoisState of IllinoisCounty of DuPage) ss.

On this 13th day of July, 2006, before me, the undersigned, Notary Public in and for the State of Illinois, personally appeared J.P. "Rick" Carney and _____, to me personally known, who being by me duly sworn, did say that they are the Chairman and _____, respectively of said corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of the said corporation; that the instrument was signed and sealed on behalf of the corporation by authority its Board of Directors; and that the said Chairman and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the corporation by it and by them voluntarily executed.



Signature on File

Notary Public in and for the State of Illinois

EXHIBIT A

PREMISES

EXHIBIT B

TENANT IMPROVEMENTS

DUPAGE COUNTY ELECTION COMMISSION

SUITE A

2580 DIEHL ROAD, Aurora IL

28,414 sf

Landlord will build out a minimum of approximately 1,300 sf of open office area to include Restrooms to code per EXHIBIT A. Landlord will provide standard MH warehouse lighting plus a mutually acceptable designated 8,000 sf area of task lighting. Landlord will provide electric outlets and ceiling fans in warehouse area based on a mutually acceptable plan. Landlord to provide forklift battery charger hookup. Landlord to install electric run for specific 30-40 Circuits of 120V-15A, above what is considered normal accessible placement of outlets. Warehouse floor area of approximately 8,000 shall be sealed with a gray glossy epoxy sealer coat. The balance of the warehouse area will receive a Diamond Hard spiff coat buffed. Walls in the warehouse will be painted white. Office finishes will be Landlord Standard (See Suite E). Tenant demising wall will be provided by Landlord. Heating sufficient for temperatures above 50 F in winter. All other expenses will be Tenant's responsibility.

EXHIBIT C
Letter of Intent

Mr. David J. Prioletti, SIOR
CB Richard Ellis
700 Commerce Drive
Suite 550
Oak Brook, IL 60523-1351

RE: 2580 Diehl Rd., Aurora

Dear David:

My client, Dupage County Election Commission has authorized me to submit this Letter of Intent. This letter is based upon your Revised RFP response dated June 9, 2006, for the above-mentioned property.

Size: 28,414 sq. ft. (Suite A/B of eastern "endcap" section of a 65,200 sf multi-tenant office warehouse building).

Office: Accepted per RFP Response

Term: Five Years (60 months)

Gross Rental Rate: (Approx)

08/1/06 – 07/30/07	\$209,154.24
08/1/07 – 07/30/08	\$224,896.24
08/1/08 – 07/30/09	\$229,045.24
08/1/09 – 07/30/10	\$234,672.24
08/1/10 – 07/30/11	\$238,415.24

Rental Abatement: None

Parking: 10-20 spaces

Expenses: Real Estate Taxes - Any and all Real Estate Tax relief obtained by Tenant for the Subject property shall be applied fully and directly to the benefit of the Tenant.

Tenant Improvement Allowance:

Turn Key by Landlord. Tenant improvements to consist of a minimum of 1,300 sf office area, grey colored sealed warehouse floor, ceiling/circulation fans, painted walls. (See Landlord's Responsibilities)

Lighting: All lighting should be in working order.
Install Task lighting & 8,000 SF of 30fc per Tenant

Power: Landlord to install electric run for specific 30-40 Circuits of 120V - 15A, per requirements of Tenant Above and Beyond what is considered Normal accessible placement of Outlets or to Code. Forklift Battery Charger Hookup (potentially 480 3 phase)

Option to Renew: Additional 5-year terms at the option of Tenant Rent based upon current acting rate of escalation of 2.5% with 6 months notice.

Right of First Offer: Accepted
Possession: As soon as possible or 30 Days.

**Mechanical/Electrical
Plumbing Systems:**

Accepted per agreed electrical requirements.

**Landlord's
Responsibilities:**

Landlord will build out a minimum of approximately 1,300 sf of open office area to include Restrooms to code. Landlord will provide standard MH warehouse lighting plus a mutually acceptable designed 8,000 sf area of task lighting. Landlord will provide electric outlets in warehouse area based on a mutually acceptable plan. Warehouse floor will be grey color sealed and walls will be painted white. Office finishes will be Landlord Standard. Landlord to provide Demising wall & circulation fans. All other expenses will be Tenant's responsibility.

Security Deposit

(1) Month Gross Rent

Lease Cancellation:

DuPage County Election Commission shall have the right to terminate the lease after **Three years lease term** with Six month's prior written notice to the Landlord, in the event the Tenant secures space at, or in conjunction with, another governmental entity. Terms and conditions of such cancellation shall be subject to the agreed upon final contract.

Commission:

Landlord agrees to pay Stephens Commercial a full fee commission equal to eight percent (8%) of the average annual paid net rental and three percent (3%) of the balance of the lease term.

Please note that this is only a proposal and is not binding upon either party. All of the terms outlined above are contingent upon a fully executed lease document between Landlord and Tenant and approved by the Board of both entities. Upon acceptance of these business terms, Tenant will provide current financial information satisfactory to Landlord.

We look forward to receiving your prompt response. We would be pleased to provide you with clarifications or additional information as you may require. In the essence of time please respond to all the stated issues no later than Monday, June 19, 2006. If you have any questions, please contact me.

Sincerely,

Melodee S. Church
Stephens Commercial Real Estate
518 N. Lake Street
Aurora, IL 60506

Cc: Tony Chirico

This Exhibit C is for Tenant's tracking and convenient reference purposes only and the provisions above in This Exhibit C have no force and affect with respect to this Lease.

EXHIBIT D

RENT SCHEDULE

DUPAGE COUNTY ELECTION COMMISSION SUITE A

2580 DIEHL ROAD, Aurora IL

28,414 SF – 60 months

Annual Rent Beginning Lease mo. (NET)

1	\$176,166/yr (\$6.20 psf net) - \$14,680.50/mo
13	\$180,571/yr (\$6.36 psf net) - \$15,047.58/mo
25	\$185,085/yr (\$6.52 psf net) - \$15,423.75/mo
37	\$189,712/yr (\$6.68 psf net) - \$15,809.33/mo
49	\$194,455/yr (\$6.84 psf net) - \$16,204.58/mo

-----First 5 year Renewal Term-----

61	\$199,316/yr (\$7.01 psf net)
73	\$204,299/yr (\$7.19 psf net)
85	\$209,406/yr (\$7.37 psf net)
97	\$214,642/yr (\$7.55 psf net)
109	\$220,008/yr (\$7.74 psf net)

Second 5 Year Renewal Term

Base rent to be adjusted by 2 1/2 % annually over a 5 year period based on last year of most recent term.

EXHIBIT D (Cont.)

OPERATING EXPENSES EXAMPLE:

Operating Expenses for 2006 are estimated as follows:

R.E. Taxes	.60 psf
Insurance	.10 psf
Association Dues	.03 psf
Landscaping	.08 psf
Mgt & Adm.	.10 psf
Other CAM	.25 psf

For purposes of this Lease in calculating Additional Rent, Operating Expenses for 2006 will be guaranteed not to exceed \$1.16 psf. Management Fees, administrative costs and accounting costs shall, for purposes of this Lease, not exceed 3% of Gross Operating Revenues.

EXHIBIT E
TENANT INSURANCE



DuPage County
ROBERT J. SCHILLERSTROM
COUNTY BOARD CHAIRMAN

FINANCE DEPARTMENT

CHIEF FINANCIAL
OFFICER
(630) 407-6100
FAX (630) 407-6102

PURCHASING
(630) 407-6200
FAX (630) 407-6201

ACCOUNTS
PAYABLE
(630) 407-6130

REVENUE
(630) 407-6160

BUDGET & COSTS
(630) 407-6120

GRANTS
(630) 407-6140

DU PAGE COUNTY, ILLINOIS

CERTIFICATE OF INSURANCE

The undersigned, FREDERIC BACKFIELD, does hereby certify that he is duly appointed and acting Chief Financial Officer of DuPage County, Illinois, and as such Chief Financial Officer has full authority to issue this Certificate.

In compliance with Ordinance OFI-008A-99, Ordinance to Indemnify County Officers and Employees, as an organization, the County is hereby responsible for payment of losses resulting from valid claims brought against any DuPage County officer or employee, including any officer or employee of any of the County's boards, commissions or any other administrative division of the county. The indemnification of County Officers and Employees is subject to the limitations and conditions set forth in OFI-008A-99.

All DuPage County Operating Departments

DuPage County, Illinois will provide coverage as follows:

Comprehensive General Liability - \$1,000,000 combined single limit
for bodily injury and property damage.

Auto Liability - \$1,000,000 combined single limit for bodily
injury and property damage.

Such coverage is effective through December 31, 2006.

Further,

Dated this 7th day of December, 2005.

DuPage County, Illinois

BY: Signature on File
Frederic Backfield
Chief Financial Officer



**Customarq Series
Customarq Classic Insurance Program**

Insuring Agreement

Named Insured and Mailing Address

COUNTY OF DUPAGE
421 NORTH COUNTY FARM ROAD
WHEATON, IL 60187

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059

Policy Number 3582-67-09 ILL

Effective Date DECEMBER 1, 2005

*Issued by the stock insurance company
indicated below, herein called the company.*

**FEDERAL INSURANCE
COMPANY**

Producer No. 0030288

Producer WINE SERGI & CO., LLC*
311 KAUTZ RD., SUITE 1
ST. CHARLES, IL 60174-0000

*Incorporated under the laws of
INDIANA*

Company and Policy Period

Insurance is issued by the company in consideration of payment of the required premium.

This policy is issued for the period 12:01 AM standard time at the Named Insured's mailing address shown above:

From: DECEMBER 1, 2005 **To:** DECEMBER 1, 2006

Your acceptance of this policy terminates, effective with the inception of this policy, any prior policy of the same number issued to you by us.

This Insuring Agreement together with the Premium Summary, Schedule Of Forms, Declarations, Contracts, Endorsements and Common Policy Conditions comprise this policy. If this policy is a renewal, we have only reissued to you those policy documents containing changes from your previous policy period coverages and any new additional coverages or policy provisions. All other policy documents shown in the Schedule Of Forms accompanying this Insuring Agreement continue in effect.

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

FEDERAL INSURANCE COMPANY (incorporated under the laws of Indiana)

Signature on File

President

Signature on File

Secretary

Signature on File

Authorized Representative



Property Insurance

Schedule of Forms

Policy Period DECEMBER 1, 2005 TO DECEMBER 1, 2006
Effective Date DECEMBER 1, 2005
Policy Number 3582-67-09 ILL
Insured COUNTY OF DUPAGE
Name of Company FEDERAL INSURANCE COMPANY
Date Issued JANUARY 5, 2006

The following is a schedule of forms issued as of the date shown above:

Form Number	Edition Date	Form Name	Effective Date	Date Issued
80-02-0005	7-03	PROPERTY DECLARATIONS	12/01/05	01/05/06
80-02-0220	7-03	PROPERTY SUPPLEMENTARY DECLARATIONS	12/01/05	01/05/06
80-02-0225	7-03	PROPERTY SUPPLEMENTARY DEC.-BUSINESS INCOME	12/01/05	01/05/06
80-02-1000	7-03	BUILDING AND PERSONAL PROPERTY	12/01/05	01/05/06
80-02-1004	7-03	BUSINESS INCOME WITH EXTRA EXPENSE	12/01/05	01/05/06
80-02-1017	7-03	ELECTRONIC DATA PROCESSING PROPERTY	12/01/05	01/05/06
80-02-1018	7-03	EXTRA EXPENSE	12/01/05	01/05/06
80-02-1048	7-03	ACCTS REC, FINE ARTS, MONEY & SEC, VAL. PAPERS	12/01/05	01/05/06
80-02-1095	7-03	IMPAIRMENT OF COMPUTER SERVICES-MALICIOUS PGM	12/01/05	01/05/06
80-02-1097	7-03	PROPERTY/BI CONDITIONS & DEFINITIONS	12/01/05	01/05/06
80-02-1303	7-03	ADD'L PERIL - EQ LIMITED OR WAITING PERIOD	12/01/05	01/05/06
80-02-1323	7-03	SUBSIDIARY LIMITS OF INSURANCE	12/01/05	01/05/06
80-02-1342	4-94	LOSS PAYEE ENDORSEMENT	12/01/05	01/05/06
80-02-1342	4-94	UNINTENTIONAL ERRORS ENDORSEMENT	12/01/05	01/05/06
80-02-1342	4-94	MARGIN CLAUSE ENDORSEMENT	12/01/05	01/05/06
80-02-1342	4-94	AUTOMATIC INFLATION INCREASE ENDORSEMENT	12/01/05	01/05/06
80-02-1342	4-94	HIGH RISK FLOOD PREMISES ENDORSEMENT	12/01/05	01/05/06
80-02-1428	7-03	ADD'L PERIL - FLOOD LIMITED OR WAIT PERIOD	12/01/05	01/05/06
80-02-1644	5-04	ELECTRONIC DATA AND PERIL CHANGES	12/01/05	01/05/06
80-02-1660	2-03	EXCL. OF CERTIFIED ACTS-INCL. ENSUING FIRE	12/01/05	01/05/06
80-02-1776	10-03	ILLINOIS MANDATORY	12/01/05	01/05/06
80-02-5161	8-04	POST-TRIA CONDITIONAL EXCLUSION OF TERRORISM	12/01/05	01/05/06
99-10-0806	1-05	IMPORTANT NOTICE - TRIA EXPIRATION	12/01/05	01/05/06

last page