



**FINANCE COMMITTEE AGENDA
Room 400, Government Center**

Tuesday, April 4, 2006

4:00 p.m.

1. Roll Call
2. Approval of Minutes: March 7, 2006
February 21, 2006 (Stand-up Meeting)
3. Departmental Matters
 - A. Phil Dick, Building and Zoning
 - 1) Items to be Presented for Action:
 - a) Request Approval of State Fiscal Year 2007 Section 5311 Non-Metro Public Transportation Operating Assistance Grant Application 40
 - b) Request Approval of Purchase of Service Agreement between McLean County and Meadows Mennonite Retirement Community d/b/a Show Bus 41-48
 - 2) Items to be Presented for Information
 - a) General Report
 - b) Other
 - B. Don Lee, Director, Nursing Home
 - 1) Items to be Presented for Information:
 - a) Monthly Reports 49-51
 - b) General Report
 - c) Other
 - C. Robert Keller, Health Department Administrator
 - 1) Items to be Presented for Action:
 - a) Request Approval of an Ordinance Amending the 2006 Combined Appropriation and Budget Ordinance For Fund 0107 52-53
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

- D. Jackie Dozier, County Auditor
- 1) Items to be Presented for Action:
 - a) Request Approval of a McLean County Official/Employee Cardholder Agreement 54-55
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
- E. Lee Newcom, County Recorder
- 1) Items to be Presented for Information:
 - a) General Report 56-76
 - b) Other
- F. Becky McNeil, County Treasurer
- 1) Items to be Presented for Action:
 - a) Request Approval of an Appropriation Transfer Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance 77
 - 2) Items to be Presented for Information:
(Documents to be provided at meeting)
 - a) Accept and place on file County Treasurer's Monthly Financial Reports as of March 31, 2006
 - b) Employee Benefit Fund Quarterly Report
 - c) CDAP Revolving Loan Fund Quarterly Report
 - d) General Report
 - e) Other
- G. John M. Zeunik, County Administrator
- 1) Items to be Presented for Action:
 - a) Request Approval of CDAP Revolving Loan Application – GridIron Brew Works LLC 78-212
 - b) EXECUTIVE SESSION:
Collective Bargaining
 - 2) Items to be Presented for Information:
 - a) Report on the Assist First-Time Homebuyer Down Payment Assistance Program 213-233
 - b) General Report
 - c) Other
4. Recommend Payment of Bills and Transfers, if any, to County Board
5. Adjournment



INTER-OFFICE COMMUNICATION
DEPARTMENT OF BUILDING AND ZONING
Phone: 888-5160

TO: Chairman Matt Sorensen and Finance Committee
FROM: ^{MJB} Mike Behary, County Planner
DATE: March 27, 2006
RE: **SHOW BUS Items**

The attached are key sections of the application and the purchase of service agreement that are similar to the ones presented last year. Please see the complete documents at the Department of Building and Zoning.

- 1) **Section 5311 – Operating Assistance Application for Fiscal Year 2007:** This application is with the Illinois Department of Transportation and coincides with their fiscal year.
 - 2) **Purchase of Service Agreement:** This is an agreement between McLean County and SHOW BUS that is similar to the one now in effect.
-

Laura Dick the Director of SHOW BUS and I will be present at the April 4th Finance Committee meeting to answer any questions or concerns. Please call me if I can be of further assistance.

Enclosures: Key section of the Operating Assistance Application & Purchase of Service Agreement

Illinois Department of Transportation

State Fiscal Year 2007

Section 5311 Non-Metro Public Transportation

**Operating Assistance Grant Application
and
Intercity Bus Grant Application**

Submitted By

McLean County

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| Exhibit A | Standard Form 424 (Electronic versions – see separate file) |
| Exhibit B | Proposed FY 2007 Budget (Electronic versions – see separate file) |
| Exhibit C | Standard Certifications and Assurances |
| Exhibit D | Sample Board Resolution |
| Exhibit E | Special Section 5333(B) Warranty For Application To The Small Urban And Rural Program |
| Exhibit F | IDOT Chart of Accounts for the Section 5311 Program Expense Account Definitions |
| Exhibit G | Applicant's Certification of Intent |
| Exhibit H | Sample Ordinance |
| Exhibit I | Non-Vehicle Capital Asset Inventory (Electronic versions – see separate file) |
| Exhibit J | Vehicle Asset Inventory (Electronic versions – see separate file) |

I. Introduction

The United States Department of Transportation, Federal Transit Administration provides federal financial assistance funds for public transportation in nonurbanized areas (Section 5311 Non-Metro Public Transportation Program -- formerly Section 18). The Federal Transit Administration (FTA), on behalf of the Secretary of Transportation, apportions the funds appropriated annually to the Governor of each state for public transportation projects in nonurbanized areas. The statutory formula is based solely on the nonurbanized population of the states. Each state prepares an annual program of projects, which must provide for fair and equitable distribution of funds within the states, including Indian reservations, and must provide for maximum feasible coordination with transportation services assisted by other Federal sources. Article III of the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq., formerly Ill. Rev. Stat. ch. 111 2/3, Section. 661 et seq.) authorizes the Illinois Department of Transportation to receive and expend Section 5311 funds allotted to Illinois.

The goals of the nonurbanized formula program are: to enhance the access of people in nonurbanized areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small urban areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in nonurbanized areas through the coordination of programs and services; to assist in the development and support of intercity bus transportation; and to provide for the participation of private transportation providers in nonurbanized transportation to the maximum extent feasible.

Prospective applicants are advised that the Department has published administrative regulations for the Illinois Section 5311 program under Part 601 of the Illinois Department of Transportation Rules and Regulations entitled "Regulations for Public Transportation Assistance to New Programs in Nonurbanized Areas." These regulations, which prescribe procedures and requirements to be followed by applicants for Section 5311 funding, should be carefully reviewed prior to an applicant's submission of a Section 5311 Application. In order to be considered for funding, prospective grantees must submit a fully completed application (Sections I – VIII and Section X for Rural General Public Operating Assistance and Sections IX for Intercity Bus Assistance).

To assist applicants ensure that applications packages are complete, an "Application Checklist" in this section has been provided. **Applicants must complete and submit this completed checklist in their application package.**

Section 5311 Non-Metro Operating Assistance Grant Application Checklist

(Must be completed and submitted with Application.)

1. Non-Metro Operating Assistance Grant Application Checklist
2. Completed Copy of Standard Form 424 (Exhibit A)
3. Operating Entity Certification (One for each operator)
4. Executed Agreement to Terms and Conditions of Special Warranty (Exhibit E)
5. Fully Completed Proposed FY 2007 Budget (Exhibit B)
6. Applicant's Certificate of Intent (Exhibit G)
7. Executed Resolution of the Governing Board (Exhibit D)
8. Executed County Ordinance to Operate a Public Transit Project (Exhibit H)
9. Executed Certifications and Assurances for Grantees (Exhibit C)
10. Executed Affirmation of Applicant's Attorney (Contained in Exhibit C)
11. Fully completed Non-Vehicle Capital Asset Inventory (Exhibit I)
12. Fully completed Vehicle Asset Inventory (Exhibit J)
13. Maps of the service area (Attachment I)
14. Copies of Material Documenting Private Sector Effort (Attachment II)
15. Grantee/Operator Organization Charts (Attachment III)
16. Indirect Costs Rate Proposal (Attachment IV)
17. Copy of Most Recent Audit (Attachment V)

Comments

All costs are direct costs. Therefore, a cost allocation plan is not being submitted.

III. Description of the Project

A. Mode of Service

In the sections below, specify the service mode for each operator in the project. If you are unsure about what mode of service a particular operator provides, refer to the definitions at the end of this section. Service definitions are based on those provided in the Americans with Disabilities Act regulations (49 CFR part 37) and will determine the statutory service obligations of the grantee/operator.

Operator 1 (Check all that apply)

SHOW BUS

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Operator 2 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Operator 3 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Operator 4 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Definitions:

Fixed route system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.

Demand responsive system means any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including but not limited to specified public transportation service, which is not a fixed route system.

Route deviation system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule where the system permits user-initiated deviations of vehicles from the prescribed routes.

Commuter bus service means fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.

B. System Service Area

1. Core Service Area

In the space below, please identify the geographic area that is to be served by this Section 5311 grant. The core service area is defined as the **geographic area in which Section 5311 service is provided by this grant, as supported by the grantees Board Resolution and any Intergovernmental Agreements with other governmental entities.** The service area does not include areas served through incidental services such as charter services or extended commuter routes.

| <u>County Served</u> | <u>Square Mileage</u> | <u>Population</u> |
|--------------------------|-----------------------|---------------------|
| Ford | 468 | 14,241 |
| Iroquois | 1,120 | 31,334 |
| Livingston | 1,043 | 39,678 |
| McLean (rural area only) | 1,184 | 40,249 (rural only) |

If existing maps are available, that show the dimensions of the geographic service area, please attach to the application. If no existing maps are available, please draw a reasonable representation of the service area that clearly shows geographic limits of the service area. Please indicate on the map the street or road names where service is provided. The map does not need to be an exact or official representation; rather, it is mainly intended to convey the project service area. Include this information as Attachment I to the application.

official representation; rather, it is mainly intended to convey the project service area. Include this information as Attachment I to the application.

2. Services Provided Outside the Core Service Area

Since the goal of Section 5311 is to enhance access of people living in nonurbanized areas to activities, Section 5311 projects may include transportation to and from urbanized areas or provide services to other destinations that extend beyond the core service. In this section, list the extended services operated outside the core service area. Examples of such routes would be regularly or periodic shopping trips to an urban center, services provided to regional medical facilities under a contract to a human service agency, or similar service.

In the table below, list or describe the services provided by the project that meet the criterion above for periodic or regularly scheduled services provided outside the core service area. **Note: Do not include charter services in this section. Services provided to destinations located outside Illinois should be addressed in Section III.B.3.**

Example:

Extended Service Provided

Frequency

Shopping Trip to Springfield

Every 3rd Tuesday

| Extended Service Provided | Frequency |
|---|--|
| Iroquois to Kankakee County (service primarily to dialysis unit in Kankakee County) | Three times a week |
| Iroquois County to Champaign (service primarily medical) | Every Tuesday |
| Ford County to Champaign (service primarily medical) | 2 nd and 4 th Monday |
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Note: Use additional pages if necessary.

The services provided by a Section 5311 project may include destinations across a state line. Operators of interstate service are required to register with the Federal Motor Carrier Safety Administration (FMCSA). Projects that provide service to out-of-state destinations on a regular, periodic, or even an infrequent basis must notify IDOT for additional guidance.

Each project must complete this section of the application. You must check one of the following boxes:

- This project operates regular or special transit service to out-of-state destinations on a regular, periodic, or infrequent basis.**
- This project never operates regular or special service to out-of-state destinations.**

C. Proposed Service Levels

1. Passenger Trips

In this section, project the total number of passenger trips to be provided under the project by all operators of public transportation services: For purposes of completing this section, "Trip" is defined as a one-way trip by a transit vehicle in revenue service starting at one point of a route and ending at another point. A round trip is counted as two separate trips. Transfers (if applicable), are counted separately and should not be reported here.

Projected number of total system (all operators) passenger trips: **32,000**

If there is more than one operator of public transit services under the project, provide the number of projected total passenger trips by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total passenger trips and trips to be operated in public transit service in accordance with the project service plan:

| Operator | Total Number of Passenger Trips Provided by Operator |
|-----------------|---|
| <u>SHOW BUS</u> | <u>32,000</u> |

2. Vehicle Miles & Peak Vehicle Use

In this section, project the total number of vehicle miles to be provided under the project by all operators of public transportation services:

Projected number of total system (all operators) vehicle miles : **250,000**

If there is more than one operator of public transit services under the project, provide the number of projected total vehicle miles by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total mileage and mileage to be operated in public transit service in accordance with the project service plan:

| Operator | Total Number of Vehicle Miles Provided by Operator |
|----------|--|
| SHOW BUS | 250,000 |
| | |
| | |
| | |
| | |

In this section, project the total number of Peak Vehicles. Peak Vehicles is calculated by determining the maximum number of vehicles needed for any given service hour for all operators of public transportation services, in any given day:

Projected number of total system (all operators) Peak Vehicles: **Eleven**

3. Intercity Bus Service

Intercity bus service miles (estimated) **50,000**

4. Charter Services

Charter Service means transportation using buses or vans, or facilities funded by the Federal Transit Administration of a group of persons who pursuant to a common purpose, under a single contract, at a fixed charge (in accordance with the carrier's tariff) for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin.

FTA grantees are prohibited from using federally funded equipment and facilities to provide charter service except on an incidental basis and when one or more of the seven (7) exemptions set forth in 49 CFR Section 604.9 (b) apply.

- ◆ A Section 5311 grantee/operator may provide incidental charter service if it determines, on an annual basis, that there are no private charter operators willing and able to provide the service. An annual public participation process, including publication of a notice that describes the charter services proposed by the grantee/operator, is required before charter services can be performed. If no willing and able private charter operators exist, the grantee/operator can provide charter service for that year.
- ◆ A Section 5311 grantee/operator may provide FTA equipment or services to a private charter operator to satisfy a capacity need or a need for accessible service. In this instance, the grantee/operator must enter into a written agreement with the private charter operator, not the charter customer.
- ◆ A Section 5311 grantee/operator may provide incidental charter service directly to the customer if the service offered by willing and able private charter operators would create a financial hardship on the customer. Hardships may be caused by state required minimum durations or deadheading charges when the distance between the charter origin and the local of the private operator is significant. Service under this exception may be approved by the FTA Regional Administrator and the grantee/operator must provide notice of the request to all private operators at least 30 days in advance of the charter service.
- ◆ A Section 5311 grantee/operator may petition the FTA Regional Administrator provide incidental charter service directly to the customer for special events. The petition must be submitted 90 days prior to the event.
- ◆ A Section 5311 grantee/operator may execute a contract to provide incidental charter service directly to a government entity or private nonprofit organization that is exempt from taxation if one or more of the following conditions apply:
 - A significant number of disabled persons will be passengers on the charter trip;
 - The entity is a qualified social service agency; or
 - The entity receives or is eligible to receive directly or indirectly from a state or local government welfare assistance funds for purposes whose implementation may require transportation.

When this exception applies, the grantee/operator must obtain a certification from the entity attesting to the fact that one or more of the above conditions apply. A list of Federal funds under this third condition can be found in Appendix A of 49 CFR part 604.

- ◆ A Section 5311 grantee/operator may execute a contract to provide incidental charter service directly to a government entity or private nonprofit organization after obtaining a certificate similar to above.

- ◆ A Section 5311 grantee/operator may execute a contract to provide incidental charter service directly to a charter customer if it has executed a formal agreement with all private charter operators determined to be willing and able to provide service.

Even if the service meets the exceptions noted above, the charter service still must be considered "incidental." Incidental charter service which does not interfere with or detract from the provision of public transportation service or shorten the life of equipment or facilities. Charter services must recover its fully allocated costs, as deficits from allowable incidental charter service are not an eligible operating expense under the Section 5311 program.

Each project must complete this section of the application. You must check one of the following boxes:

- This project will not provide charter service during FY 2007.**
- This project intends to provide charter service during FY 2007 and will certify that it will only do so within the allowable exceptions provided above when using FTA/IDOT funded equipment and facilities.**

If the second box is checked, the grantee/operator must provide IDOT with its fully allocated cost methodology (NOTE: this is not the grantee's/operator's indirect cost rate proposal, but a separate methodology to allocate costs to specific services). Contact IDOT for procedures on how to develop a fully allocated cost methodology.

If the project has a method to fully allocate its service costs, describe the methods used below

Not applicable

C. Operating Entity Certification

For each proposed operator(s) please provide a fully completed and executed copy of the following (this document should be completed and signed by the operator, if different from the grantee/applicant):

Robert O. Bertsche hereby certifies that
(Name of Authorized Official)

Meadows Mennonite Retirement Community, d/b/a SHOW BUS is organized as :
(Name of Operator Agency)

(Check one)

- | | |
|--|---|
| <input type="checkbox"/> An individual | <input type="checkbox"/> a partnership |
| <input checked="" type="checkbox"/> A private non-profit | <input type="checkbox"/> a private for-profit |
| <input type="checkbox"/> A municipal corporation | <input type="checkbox"/> other |

And that **Meadows Mennonite Retirement Community, d/b/a SHOW BUS's**
(Name of operator)

Federal Employer's Identification Number

is 37-0791831.


Officer or Official Signature

CEO, Meadows Mennonite Retirement Community, d/b/a SHOW BUS
Title

3/23/06
Date

D. Grantee Contact Person

Please list the Grantee's contact person responsible for project and financial oversight:

Name: Michael Behary

Title: Grant Project Manager for McLean County

Phone: 309-888-5160

Fax Number: 309-888-5768

E-Mail: mike.behary@mcleancountyil.gov

E. Operator Contact Person(s)

Please list the Operator's contact person(s) responsible for project and financial management:

| Operator | Contact Name | Title | Phone | E-Mail |
|-----------------|---------------------|--------------|--------------|----------------------------|
| SHOW BUS | Laura Dick | Director | 309-747-2454 | <u>showbus@eridcom.net</u> |

F. Lower Tier Relationship Between Grantee and Operator

There are two circumstances when a grantee can enter into a lower tier relationship with a third party to deliver Section 5311 services. First, a grantee follows either state (under the common rule) or Federal procedures outlined in FTA Circular 4220.1D to competitively secure the services of a contractor (using micro purchase, small purchase, Invitation for Bid (IFB), or Request For Proposal procedures (RFP)) to deliver all or some component of Section 5311 services. Second, a state may elect to grant Section 5311 funds to a subrecipient through an intermediary subrecipient, a practice expressly permitted pursuant to FTA Circular 9040.1E, Chapter IV, paragraph 3. FTA uses the example of a state that might pass funds to a nonprofit organization through a local public body. FTA notes that this type of arrangement is not a third party contract.

In the section below, identify the procurement method used for the selection of operator(s) (check only one for each operator):

- Not applicable, grantee is the operator
- Pass Through Operator (Nonprofit corporations only).
- Qualifications-based proposal (RFQ)
- Performance-based proposal (RFP)
- Low Bid proposal (IFB)
- Negotiated Bid (Requires IDOT Concurrence)
- Sole Source
- Other (please describe:)

G. Operator Managerial and Technical Capacity

If the grantee is not the operator, please describe the methods employed by the applicant to ensure that the selected operator(s) has the requisite fiscal, managerial and financial capability to provide and or manage the proposed service as required by state and federal regulations and funding agreements:

SHOW BUS budget, requisitions, financial statements and audits are reviewed by the Grantee Project Manager. In addition, the internal auditor for McLean County reviews the requisitions.

H. Contractor Service Monitoring Methodology

Please describe any planned and regularly scheduled monitoring methods to be employed by the applicant to ensure compliance with service delivery and contract(s) compliance:

The Grantee Project Manager makes periodic inspections and conducts interviews with the SHOW BUS Director. The internal auditor for McLean County also inspects equipment used by SHOW BUS.

V. Other Transportation Services

FTA encourages IDOT to work with their counterparts at state human service agencies, to participate with other states in regional initiatives, and to assist local recipients and subrecipients of Sections 5307, 5310, or 5311 funds to participate in coordinated systems at the local level, along with recipients of funds from the programs of DHHS and other Federal and state programs. Section 5311, RTAP, and Federal transportation planning funds provided to the state may be used in various ways to support eligible activities related to the development and administration of coordinated activities at the state and local level.

The FTA program circular for the Section 5311 program requires that a project application describe how FTA assisted services are or will be coordinated with social service agencies and private transportation providers in the service area. Additionally, TEA-21 includes a new requirement for local governmental agencies and nonprofit organizations that receive assistance from Federal sources other than the FTA for non-emergency transportation services. To the extent feasible these agencies are now required to participate and coordinate with recipients of assistance from FTA in the design and delivery of transportation services. They must be included in the planning for those services.

In developing an annual program of projects, IDOT is obligated to ensure that a fair and equitable distribution of funds of Section 5311 funds has been achieved within the states, including Indian reservations, and that projects must provide for maximum feasible coordination with transportation services assisted by other Federal sources.

In this section, applicants must identify other passenger transportation services (e.g., service provided by other than the operators who will provide service under the project) available in the service area, both public and private.

A. Coordination with Other Human Service Agencies and Programs

In this section, provide a general narrative of coordination activity by the project with other entities that receive Federal assistance that may also provide passenger transportation.

SHOW BUS participates in McLean County's Transportation Advisory Council which meets monthly and includes representatives from the following entities, some of which may receive Federal assistance for passenger transportation: Bloomington-Normal Public Transit System, Illinois Department of Human Services, Life Center for Independent Living (LIFE-CIL), McLean County Regional Planning Commission, McLean County Chamber of Commerce, East Central Illinois Area Agency on Aging (ECIAAA) and YWCA. The council explores transportation needs, emphasizing coordination of services and review of any transportation gaps.

SHOW BUS also participates in the United Way of McLean County's Executive Council, which is made up of executives from thirty area social service agencies, some of which may receive Federal transportation assistance for passenger transportation.

SHOW BUS also meets with the Livingston County Advisory Council, a group made up of representatives from Livingston County social service agencies. Recently, a study group spearheaded by LIFE-CIL began meeting in Livingston County to review transportation needs. That group includes representatives from Futures, Unlimited, private taxi services, LIFE-CIL, Livingston County Public Health Department and various governmental bodies. Again, some of these entities may receive Federal transportation assistance for passenger transportation.

SHOW BUS also participates in transportation related organizations that encompass areas wider than the four county area. They include ECIAAA, Illinois Public Transportation Association (IPTA), and Illinois Rural Transit Assistance Center (IRTAC).

B. Effort to Involve the Private Sector in Public Transit Service Delivery

Section 5323(a)(1) of the Federal Mass Transit Act of 1964, as amended, requires that FTA funded projects "to the maximum extent feasible" provide for "the participation of private mass transportation companies." While FTA no longer prescribes a particular private sector participation process, the basic requirement still stands.

Describe the project's efforts to involve the private sector below.

Please see the attached list and letters sent out.

Attach copies of requests for proposals, letters, meeting minutes, comments received and proceedings held relating to these requirements as Attachment II to the application.

B. Operator Organization and Level of Human Resource Effort

In this section, provide a description of the level of effort that will be provided by each operator providing service in the project. List the staff positions, by job title, in the following table. List both personnel whose time will be charged to the project, either as a direct or indirect expense by typing "Direct" or "Indirect" in the second column. Also list if the position will be charged to the Administrative category ("Admin") or the Operating category ("Op"). Finally, list the approximate or estimated number of staff, expressed in terms of Full-Time Equivalents (FTEs) in the last column.

Submit one table for each operator.

Operator's Proposed Transportation Employee Utilization: FY 2007

Operator: SHOW BUS

| Job Title | Direct or Indirect Staff Position | Administration or Operating? (Admin or Op) | Estimated Full-Time Equivalents (FTEs) |
|-----------------------|-----------------------------------|--|--|
| Director | Direct | Admin | 1 |
| Office Mgr/Bookkeeper | Direct | Admin | .75 |
| Clerical | Direct | Admin | 1.75 |
| Dispatch | Direct | Op | .25 |
| Drivers | Direct | Op | 7.5 |

For each operator, submit with this application an organization chart showing all functional divisions of the entity with a detailed organizational breakdown of the transportation unit as Attachment III.

C. Project Revenue

Detail all non-IDOT contracts, grants and non-passenger donations (including in-kind) to be used in the provision of Section 5311 Transportation Service: (attach additional pages if necessary)

Note: All program contract income from for-profit agencies must be recorded as Section 5311 program revenue and not used as local match.

| Contract or Revenue Source | Total Contract Amount | Expected Revenue for the Section 5311 Program |
|-----------------------------------|------------------------------|--|
| Agency Contracts | \$135,000 | \$135,000 |
| Local Government | \$41,000 | \$41,000 |
| United Way, Contributed Cash | \$68,185 | \$68,185 |
| TOTALS | \$244,185 | \$244,185 |

D. Fare Structure

Please describe your proposed fare structure by passenger category, (e.g., adult, senior, disabled, student, child or other) and include or attach a copy of fare structure. Please make note of any multi-ride pass books, tickets etc. and the associated costs to purchase by consumers.

Senior and Adult \$5 Round Trip Base Fare, \$14.52+ Special Service Round Trip (SSRT) in all counties but Iroquois. A portion of senior fares is reported to Area Agency on Aging vs. IDOT. The fare is not mandatory for seniors in McLean, Livingston and Ford.

Adult \$3.50+ Round Trip Base Fare, \$14.52+ SSRT-Iroquois County
Child Sliding Scale

No multi ride discounts

E. Proposed FY 2007 Budget Instructions – Exhibit B

All applicants must complete the following Proposed FY 2007 Budget detailed in Exhibit B. If the project uses multiple operators, a separate budget form

Attachment to Page 30

Detailed Description of Proposed Intercity Bus Service. For existing service, the applicant must submit a printed schedule or timetable for intercity bus service.

SHOW BUS will provide intercity bus service to passengers of all ages according to the following schedule. Passengers will be picked up at a central community location or at their homes. They may access the service by calling 800-525-2454.

FORD COUNTY

Tuesday

9:30 Gibson City to Paxton

11:00 Paxton to Gibson City

1:45 Gibson City to Paxton

3:15 Paxton to Gibson City

LIVINGSTON COUNTY

Monday

9:15 Fairbury to Bloomington/Normal

3:15 Bloomington/Normal to Fairbury

Wednesday

8:30 Dwight to Bloomington/Normal

2:30 Bloomington/Normal to Dwight

Friday

9:00 Pontiac to Bloomington/Normal

3:15 Bloomington/Normal to Pontiac

MCLEAN COUNTY

Tuesday

9:30 LeRoy to Bloomington/Normal

2:30 Bloomington/Normal to LeRoy

IROQUOIS COUNTY

Every Monday, Wednesday and Friday

8:15 Watseka to Kankakee

3:15 Kankakee to Watseka

Estimated Intercity Bus Project Financing

FY 2007 Mileage Share Calculation

| | | |
|----|--|-------------------|
| A. | Projected Total Section 5311 Program Mileage | <u>D250,000</u> |
| B. | Projected Total Intercity Bus Mileage | <u>E50,000</u> |
| C. | Percentage Intercity Bus (D divided by E) | <u>F20%</u> |
| G. | Total Section 5311 Operating Assistance (50% of deficit) | <u>\$ 114,384</u> |
| H. | Intercity Bus Operating Component (F x G) | <u>\$22,877</u> |
| I. | Total Section 5311 Adm. Assistance(80% of cost maximum) | <u>\$198,000</u> |
| J. | Intercity Bus Administrative Component (F x I) | <u>\$39,600</u> |
| K. | Total Local Share (total non FTA/IDOT funds) | <u>\$287,616</u> |
| L. | Total Intercity Bus Component (H + J) | <u>\$62,477</u> |
| M. | Total Non Intercity Bus (G+I-L) | <u>\$249,907</u> |
| | Total Program Cost (K+ L+ M) | <u>\$600,000</u> |

**APPLICATION FOR
FEDERAL ASSISTANCE**

| | | |
|--|--|---|
| 2. DATE SUBMITTED 18-Apr-06 | | Applicant Identifier |
| 1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction | Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction | 3. DATE RECEIVED BY STATE State Applicant Identifier |
| | | 4. DATE RECEIVED BY FEDERAL AGENCY Federal Identifier |

5. APPLICANT INFORMATION

Legal Name: McLean County Organizational Unit: _____

Address (give city, county, State and zip code):
McLean County Law & Justice Center
104 W Front Street; POBox 2400
Bloomington, IL 61702-2400

Name and telephone number of person to be contacted on matters involving this application (give area code)
Mike Behary 309-888-5160

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
37-6001569

7. TYPE OF APPLICANT: (enter appropriate letter)
B

8. TYPE OF APPLICATION:
 ___ New X Continuation ___ Revision

If Revision, enter appropriate letter(s)
 A. Increase Award B. Decrease Award C. Increase Duration
 D. Decrease Duration Other (Specify): _____

A. State H. Independent School District
 B. County I. State Controlled Institution of Higher Learning
 C. Municipal J. Private University
 D. Township K. Indian Tribe
 E. Interstate L. Individual
 F. Intermunicipal M. Profit Organizer
 G. Special District N. Other (Specify) _____

9. NAME OF FEDERAL AGENCY:
Federal Transit Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:
 Section 5311 20 - 509

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Public transportation operating assistance grant program for the non-urbanized areas of the State of Illinois and a grant for the Rural Public Transportation Assistance Program.

12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):
Non-urbanized counties and cities in the downstate Illinois area.

13. PROPOSED PROJECT | **14. CONGRESSIONAL DISTRICTS OF:**

| | | | |
|------------------------|--------------------------|---------------------------------|-------------------------------|
| Start Date 7/1/2006 | Ending Date 6/30/2007 | a. Applicant Johnson, Weller | b. Project Johnson, Weller |
|------------------------|--------------------------|---------------------------------|-------------------------------|

15. ESTIMATED FUNDING:

| | | |
|-------------------|----|------------|
| a. Federal | \$ | 312,384.00 |
| b. Applicant | \$ | |
| c. State | \$ | |
| d. Local | \$ | 244,185.00 |
| e. Other | \$ | |
| f. Program Income | \$ | 43,431.00 |
| g. TOTAL | \$ | 600,000.00 |

16. IS APPLICANT SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
 DATE 1 18-Apr-06

b. NO. ___ PROGRAM IS NOT COVERED BY E. O. 12372
 ___ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
 ___ Yes If "Yes," attach an explanation X No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

| | | |
|---|--|--|
| a. Type Name of Authorized Representative <u>Michael Sweeney</u> | b. Title <u>Chairman, McLean County Board</u> | c. Telephone Number <u>309-888-5110</u> |
| d. Signature of Authorized Representative | | e. Date Signed |

GRANTEE:

McLean County

Exhibit B

**FINANCIAL DATA
PROPOSED FY 2007 BUDGET**

REVENUES:

| <u>Item</u> | <u>Description</u> | <u>AGENCY TOTAL (ALL TRANSIT)</u> | <u>SECTION 5311 TOTAL BUDGETED</u> | <u>PROJECT INCOME (Proposed)</u> | <u>LOCAL MATCH (Proposed)</u> |
|---------------------------------|-------------------------------------|---|--|--------------------------------------|-----------------------------------|
| 401.01 | Full Adult Fare | \$ 17,000.00 | \$ 17,000.00 | \$ 17,000.00 | |
| 401.02 | Senior Citizen Fares | \$ 26,431.00 | \$ 26,431.00 | \$ 26,431.00 | |
| 401.03 | Student Fares | | \$ - | | |
| 401.04 | Child Fares | | \$ - | | |
| 401.05 | Disabled Rider Fares | | \$ - | | |
| 401.06 | Parking Lot Fares | | \$ - | | |
| 401.99 | Other Rider Fares | | \$ - | | |
| 402.00 | Special Transit Fares | \$ 135,000.00 | \$ 135,000.00 | | \$ 135,000.00 |
| 403.00 | School Bus Service | | \$ - | | |
| 404.00 | Freight Tariffs | | \$ - | | |
| 405.00 | Charter Service Revenues | | \$ - | | |
| 406.00 | Auxiliary Revenues | | \$ - | | |
| 407.01 | Sales of Maintenance Service | | \$ - | | |
| 407.02 | Rental of Revenue Vehicles | | \$ - | | |
| 407.03 | Rental of Buildings & Property | | \$ - | | |
| 407.99 | Other Non-transportation Revenue | | \$ - | | |
| 408.00 | Taxes Levied by Transit System | | \$ - | | |
| 409.00 | Local Cash Grants | \$ 41,000.00 | \$ 41,000.00 | | \$ 41,000.00 |
| 410.01 | Local Disabled Fare Assistance | | \$ - | | |
| 410.02 | Local Senior Fare Assistance | | \$ - | | |
| 410.03 | Local Student Fare Assistance | | \$ - | | |
| 410.99 | Other Local Special Fare Assistance | | \$ - | | |
| 411.00 | State Cash Grants | | \$ - | | |
| 412.00 | State Special Fare Assistance | | \$ - | | |
| 413.00 | Federal Cash Grants (Section 18) | \$ 312,384.00 | \$ 312,384.00 | | |
| 413.99 | Other Federal Financial Assistance | | | | |
| 414.00 | Interest Income | | \$ - | | |
| 430.01 | Contributed Services - Allowable | | \$ - | | |
| 430.03 | Contributed Services - Unallowable | | | | |
| 430.04 | Contra Account for 430.03 | | | | |
| 431.00 | Contributed Cash | \$ 68,185.00 | \$ 68,185.00 | | \$ 68,185.00 |
| 440.00 | Subsidy From Other Sources | | \$ - | | |
| | | AGENCY TOTAL (ALL TRANSIT) | SECTION 5311 TOTAL BUDGETED | PROJECT INCOME (Proposed) | LOCAL MATCH (Proposed) |
| (Exclude grey areas from total) | | \$ 287,616.00 | \$ 287,616.00 | \$ 43,431.00 | \$ 244,185.00 |
| TOTAL REVENUE 401 - 440 | | \$ 287,616.00 | \$ 287,616.00 | \$ 43,431.00 | \$ 244,185.00 |

PROPOSED FY 2007 BUDGET

McLean County

EXPENSES:

| <u>Item</u> | <u>Description</u> | <u>AGENCY TOTAL (ALL TRANSIT)</u> | <u>SECTION 5311 TOTAL BUDGETED</u> | <u>SECTION 5311 ADMINISTRATION (Proposed)</u> | <u>SECTION 5311 OPERATING (Proposed)</u> |
|-------------------------|-----------------------------------|---|--|---|--|
| LABOR: | | | | | |
| 501.01 | Operator's Salaries & Wages | \$ 136,250.00 | \$136,250.00 | | \$ 136,250.00 |
| 501.02 | Training Salaries & Wages | \$ 2,000.00 | \$ 2,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| 501.03 | Dispatcher's Salaries & Wages | \$ 8,824.00 | \$ 8,824.00 | | \$ 8,824.00 |
| 501.04 | Administrative Salaries & Wages | \$ 90,790.00 | \$ 90,790.00 | \$ 90,790.00 | |
| 501.99 | Other Salaries & Wages | | \$ - | | |
| | TOTAL | \$ 237,864.00 | \$ 237,864.00 | \$ 91,790.00 | \$ 146,074.00 |
| FRINGE BENEFITS: | | | | | |
| 502.01 | FICA | \$ 20,038.00 | \$ 20,038.00 | \$ 7,678.00 | \$ 12,360.00 |
| 502.02 | Pensions & Long Term Disability | \$ 3,800.00 | \$ 3,800.00 | \$ 1,656.00 | \$ 2,144.00 |
| 502.03 | Health Insurance | \$ 21,500.00 | \$ 21,500.00 | \$ 12,500.00 | \$ 9,000.00 |
| 502.04 | Dental Plans | | \$ - | | |
| 502.05 | Life Insurance | \$ 1,422.00 | \$ 1,422.00 | \$ 747.00 | \$ 675.00 |
| 502.06 | Short Term Disability | | \$ - | | |
| 502.07 | Unemployment Insurance | | \$ - | | |
| 502.08 | Worker's Compensation | \$ 15,915.00 | \$ 15,915.00 | \$ 447.00 | \$ 15,468.00 |
| 502.09 | Sick Leave | | \$ - | | |
| 502.10 | Holiday | | \$ - | | |
| 502.11 | Vacation | \$ 24,700.00 | \$ 24,700.00 | \$ 10,700.00 | \$ 14,000.00 |
| 502.12 | Other Paid Absence | | \$ - | | |
| 502.13 | Uniform Allowance | \$ 4,280.00 | \$ 4,280.00 | | \$ 4,280.00 |
| 502.99 | Other Fringe Benefits | \$ 3,552.00 | \$ 3,552.00 | \$ 1,220.00 | \$ 2,332.00 |
| | TOTAL | \$ 95,207.00 | \$95,207.00 | \$ 34,948.00 | \$ 60,259.00 |
| SERVICES: | | | | | |
| 503.01 | Management Services | | \$ - | | |
| 503.02 | Advertising Services | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | |
| 503.03 | Professional & Technical Services | \$ 17,220.00 | \$ 17,220.00 | \$ 17,220.00 | |
| 503.04 | Temporary Services | \$ 2,200.00 | \$ 2,200.00 | | \$ 2,200.00 |
| 503.05 | Contract Maintenance | \$ 36,230.00 | \$ 36,230.00 | \$ 1,230.00 | \$ 35,000.00 |
| 503.06 | Custodial Services | | \$ - | | |
| 503.07 | Security Services | | \$ - | | |
| 503.99 | Other Services | \$ 6,834.00 | \$ 6,834.00 | | \$ 6,834.00 |
| | TOTAL | \$ 63,484.00 | \$63,484.00 | \$ 19,450.00 | \$ 44,034.00 |

PROPOSED FY 2007 BUDGET (continued)

McLean County

EXPENSES:

| <u>Item</u> | <u>Description</u> | <u>AGENCY TOTAL (ALL TRANSIT)</u> | <u>SECTION 5311 TOTAL BUDGETED</u> | <u>SECTION 5311 ADMINISTRATION (Proposed)</u> | <u>SECTION 5311 OPERATING (Proposed)</u> |
|----------------------------------|---|---|--|---|--|
| MATERIALS & SUPPLIES: | | | | | |
| 504.01 | Fuel & Lubricants Consumed | \$ 79,670.00 | \$ 79,670.00 | | \$ 79,670.00 |
| 504.02 | Tires & Tubes Consumed | \$ 4,340.00 | \$ 4,340.00 | | \$ 4,340.00 |
| 504.03 | Inventory Purchases | \$ 8,900.00 | \$ 8,900.00 | \$ 7,200.00 | \$ 1,700.00 |
| 504.99 | Other Materials & Supplies | \$ 825.00 | \$ 825.00 | \$ 425.00 | \$ 400.00 |
| | TOTAL | \$ 93,735.00 | \$93,735.00 | \$ 7,625.00 | \$ 86,110.00 |
| UTILITIES: | | | | | |
| 505.02 | Telephone | \$ 8,000.00 | \$ 8,000.00 | \$ 8,000.00 | |
| 505.99 | Other, i.e. Natural Gas, Electric, etc. | \$ 1,050.00 | \$ 1,050.00 | | \$ 1,050.00 |
| | TOTAL | \$ 9,050.00 | \$ 9,050.00 | \$ 8,000.00 | \$ 1,050.00 |
| CASUALTY & LIABILITY: | | | | | |
| 506.01 | Physical Damage Insurance | \$ 29,000.00 | \$ 29,000.00 | \$ 29,000.00 | |
| 506.03 | Liability & Property Insurance | \$ 38,270.00 | \$ 38,270.00 | \$ 38,270.00 | |
| 506.04 | Uninsured Settlements | | \$ - | | |
| 506.05 | Provisions for Uninsured Settlements | | \$ - | | |
| 506.06 | Recoveries of Settlements | | \$ - | | |
| 506.08 | Other Corporate Insurance | | \$ - | | |
| 506.99 | Other Insurance | | \$ - | | |
| | TOTAL | \$ 67,270.00 | \$67,270.00 | \$ 67,270.00 | \$ - |
| TAXES: | | | | | |
| 507.00 | TOTAL | \$ 360.00 | \$ 360.00 | \$ 360.00 | |
| PURCHASED TRANSPORTATION: | | | | | |
| 508.00 | TOTAL | \$ - | \$ - | | |
| MISCELLANEOUS: | | | | | |
| 509.01 | Dues & Subscriptions | \$ 1,080.00 | \$ 1,080.00 | \$ 1,080.00 | |
| 509.02 | Travel & Meetings | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | |
| 509.03 | Bridge, Tunnel, & Highway Tolls | | \$ - | | |
| 509.04 | Entertainment Expense | | | | |
| 509.05 | Charitable Donations | | | | |
| 509.06 | Fines & Penalties | | | | |
| 509.07 | Bad Debt Expense | | | | |
| 509.08 | Advertising/Promotion Media | \$ 2,100.00 | \$ 2,100.00 | \$ 2,100.00 | |
| 509.99 | Other Miscellaneous Expense | | \$ - | | |
| | TOTAL (Excluding Grey Areas) | \$ 6,180.00 | \$ 6,180.00 | \$ 6,180.00 | \$ - |

PROPOSED FY 2007 BUDGET (continued)
EXPENSES

McLean County

| <u>Item</u> | <u>Description</u> | <u>AGENCY TOTAL (ALL TRANSIT)</u> | <u>SECTION 5311 TOTAL BUDGETED</u> | <u>SECTION 5311 ADMINISTRATION (Proposed)</u> | <u>SECTION 5311 OPERATING (Proposed)</u> |
|---|---------------------------------|---|--|---|--|
| INTEREST: | | | | | |
| 511.01 | Long Term Debt Obligation | | \$ - | | |
| 511.02 | Short Term Debt Obligation | \$ 7,000.00 | \$ 7,000.00 | \$ 7,000.00 | |
| | TOTAL | \$ 7,000.00 | \$ 7,000.00 | \$ 7,000.00 | \$ - |
| LEASES & RENTALS: | | | | | |
| 512.01 | Transit Way Structures, etc. | | \$ - | | |
| 512.02 | Passenger Stations | | \$ - | | |
| 512.03 | Passenger Parking Facilities | | \$ - | | |
| 512.04 | Passenger Revenue Vehicles | | \$ - | | |
| 512.05 | Service Vehicles | \$ 3,400.00 | \$ 3,400.00 | | \$ 3,400.00 |
| 512.06 | Operating Yards or Stations | \$ 10,450.00 | \$ 10,450.00 | | \$ 10,450.00 |
| 512.07 | Maintenance Facilities | | \$ - | | |
| 512.10 | Data Processing Facilities | | \$ - | | |
| 512.11 | Revenue Collection Facilities | | \$ - | | |
| 512.12 | Other Administrative Facilities | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | |
| | TOTAL | \$ 19,850.00 | \$19,850.00 | \$ 6,000.00 | \$ 13,850.00 |
| DEPRECIATION & AMORTIZATION | | | | | |
| 513.00 | TOTAL | | | | |
| CONTRIBUTED SERVICES | | | | | |
| 530.00 | TOTAL | | | | |
| INELIGIBLE EXPENSES | | | | | |
| 550.00 | TOTAL | | | | |
| DIRECT EXPENSE SUB-TOTAL | | \$ 600,000.00 | \$ 600,000.00 | \$ 248,623.00 | \$ 351,377.00 |
| ICR | Indirect Cost Rate | 0.00% \$ - | \$ - | \$ - | \$ - |
| | | AGENCY TOTAL (ALL TRANSIT) | SECTION 5311 TOTAL BUDGETED | SECTION 5311 ADMINISTRATION (Proposed) | SECTION 5311 OPERATING (Proposed) |
| (Exclude grey areas from total) | | | | | |
| TOTAL EXPENSES 501 - 530 & ICR | | \$ 600,000.00 | \$ 600,000.00 | \$ 248,623.00 | \$ 351,377.00 |

Please identify all anticipated Contracts or Services of \$10,000 or more to a single vendor.

| <u>Contracts and Service Agreements</u> | <u>\$ Amount</u> |
|---|------------------|
| Enter the anticipated contracts or services (e.g., Insurance) | \$0.00 |
| Vehicle Insurance | \$65,470 |
| Audit | \$8,800 |

FY 2007 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE

Name of Applicant: McLean County

The Applicant agrees to comply with applicable requirements of Categories 1 - 16. (The Applicant may make this selection in lieu of individual selections below.)

OR

The Applicant agrees to comply with the applicable requirements of the following Categories it has selected (Note: IDOT Section 5311 Projects Must Select Items (1) through (11) and (15)).

- | | | |
|------|---|-------------------------------------|
| (1) | Certifications and Assurances Required of Each Applicant | <input checked="" type="checkbox"/> |
| (2) | Lobbying Certification | <input checked="" type="checkbox"/> |
| (3) | Certification Pertaining to Effects on Private Mass Transportation Companies | <input checked="" type="checkbox"/> |
| (4) | Public Hearing Certification for a Project with Substantial Impacts | <input checked="" type="checkbox"/> |
| (5) | Certification for the Purchase of Rolling Stock | <input checked="" type="checkbox"/> |
| (6) | Bus Testing Certification | <input checked="" type="checkbox"/> |
| (7) | Charter Service Agreement | <input checked="" type="checkbox"/> |
| (8) | School Transportation Agreement | <input checked="" type="checkbox"/> |
| (9) | Certification for Demand Responsive Service | <input checked="" type="checkbox"/> |
| (10) | Prevention of Alcohol Misuse and Prohibited Drug Use Certification | <input checked="" type="checkbox"/> |
| (11) | Certification Required for Interest and Other Financing Costs | <input checked="" type="checkbox"/> |
| (12) | Intelligent Transportation Systems Program Assurance | <input type="checkbox"/> |
| (13) | Certifications and Assurances for the Urbanized Area Formula Program, the Job Access and Reverse Commute Program, and the Clean Fuels Formula Program | <input type="checkbox"/> |
| (14) | Certifications and Assurances for the Elderly and Persons with Disabilities Program | <input type="checkbox"/> |
| (15) | Certifications and Assurances for the Nonurbanized Area Formula Program | <input checked="" type="checkbox"/> |
| (16) | Certifications and Assurances for the State Infrastructure Bank (SIB) Program | <input type="checkbox"/> |

FISCAL YEAR 2007 FTA CERTIFICATIONS AND ASSURANCES

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

Name of Applicant: McLean County

Name and Relationship of Authorized Representative:

Michael Sweeney, McLean County Board Chair

BY SIGNING BELOW I, Michael Sweeney, on behalf of the Applicant, declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and administrative guidance required for each application it makes to the Illinois Department of Transportation for Federal Transit Administration (FTA) in Fiscal Year 2007.

FTA intends that the certifications and assurances the Applicant selects on page 1 of this document, as representative of the certifications and assurances in Exhibit C, should apply, as required, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Fiscal Year 2007.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to IDOT/FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Nonurbanized Area Formula Program, 49 U.S.C. 5311, and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____

Date: _____

Name Michael Sweeney

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

for McLean County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____

Eric T. Ruud

Date: _____

March 27, 2006

Name _____

Eric T. Ruud

Applicant's Attorney

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(b) assistance) and each FTA Grantee with an active capital or formula project must provide an Attorney's affirmation of the Applicant's legal capacity.

McLean County Board Resolution

(Revised 1/05)

Number _____

Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of McLean County.

Section 2. That while participating in said operating assistance program McLean County will provide all required local matching funds.

Section 3. That the Board Chair of McLean County is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 4. That the Board Chair of McLean County is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Board Chair of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

Section 6. That the Board Chair of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ADOPTED this 18th day of April, 2006

Attest:

Approved:

Peggy Ann Milton
County Clerk
McLean County, IL

Michael Sweeney
Chair
McLean County Board

Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, McLean County Board hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the McLean County Board on the _____ day of _____, 2006.
Officer or Official of Applicant

Signature of Authorized Official

Chair, McLean County Board
Title

Date

Applicant's Certification Of Intent

Applicant: McLean County

Address: 104 W Front Street, POBox 2400

Bloomington, IL 61702-2400

| | | |
|-----------------------|--------------------------------|---------------------|
| <u>Michael Behary</u> | <u>Grantee Project Manager</u> | <u>309-888-5160</u> |
| Contact Person | Title | Telephone |

309-888-5768

Fax Number

Mike.behary@mcleancountyil.gov

E-Mail Address

The applicant hereby applies to the State of Illinois through the Illinois Department of Transportation, Division of Public Transportation for grants under Article III of the Downstate Public Transportation Act for operating and administrative assistance for public transportation service.

I hereby certify that I have reviewed this application including all attachments and information, and have found it to be true and correct.

Officer or Official of Applicant

Signature

McLean County Board Chair
Title

Date

Ordinance

ORDINANCE NUMBER _____
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MCLEAN COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, McLean County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the President and the County Board of McLean County that:

Section 1. McLean County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of McLean shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Chair of the McLean County Board is hereby authorized and directed to execute and file on behalf of McLean County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Chair of the McLean County Board is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

ADOPTED by the County Board of McLean County on the 18th day of April, 2006

Attest:

Approved:

Peggy Ann Milton
County Clerk
McLean County, IL

Michael Sweeney
Chair
McLean County Board

APPLICATION
FY2007

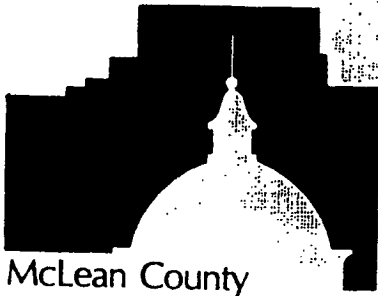
EXHIBIT I (5311) / OP-6F (DSU)
MC LEAN COUNTY
SECTION 5311 NON-VEHICLE CAPITAL ASSET INVENTORY

| Grantee | Capital Asset Use or Description | Contract Number | State Grant Number | Fed. Grant Number | Total Purchase Price | State Funds | State % | Fed. Funds | Fed. % | Local Funds | Local % | Date In Service /Purchase | Condition of Asset G, F, P | Date Last Inspected | Date of Disposition |
|---------------------|-------------------------------------|--------------------|-----------------------|----------------------|----------------------------|----------------|------------|---------------|-----------|----------------|------------|---------------------------------|----------------------------------|---------------------------|------------------------|
| EQUIPMENT: | | | | | | | | | | | | | | | |
| McLean County | Dell computer/printer | 3196 | RPT-01-014 | | 2,265.00 | | | \$1,131.50 | 50% | \$1,131.50 | 50% | 2001 June | P | 03/08/06 | |
| McLean County | GTX Radio 867FBG0490 | 3114 | CAP-00-731-ILL | | 480.00 | 480.00 | 100% | | | | | 2001 July | F | 03/08/06 | |
| McLean County | GTX Radio 867FBG1959 | 3114 | CAP-00-731-ILL | | 480.00 | 480.00 | 100% | | | | | 2001 July | F | 03/08/06 | |
| McLean County | GTX Radio 867FBG1945 | 3114 | CAP-00-731-ILL | | 480.00 | 480.00 | 100% | | | | | 2001 July | F | 03/08/06 | |
| McLean County | GTX Radio 867FBG0469 | 3114 | CAP-00-731-ILL | | 480.00 | 480.00 | 100% | | | | | 2001 July | F | 03/08/06 | |
| McLean County | GTX Radio 867FBG1307 | 3114 | CAP-00-731-ILL | | 480.00 | 480.00 | 100% | | | | | 2001 July | F | 03/08/06 | |
| McLean County | GTX Radio 867FBG1356 | 3114 | CAP-00-731-ILL | | 480.00 | 480.00 | 100% | | | | | 2001 July | F | 03/08/06 | |
| McLean County | GTX Radio 867FBL1141 | 3114 | CAP-00-731-ILL | | 480.00 | 480.00 | 100% | | | | | 2001 July | F | 03/08/06 | |
| McLean County | GTX Radio 867FBL1143 | 3114 | CAP-00-731-ILL | | 480.00 | 480.00 | 100% | | | | | 2001 July | F | 03/08/06 | |
| McLean County | GTX Radio 867FBL1144 | 3114 | CAP-01-776-ILL | | 1,759.00 | 1,759.00 | 100% | | | | | 2002 Aug | G | 03/08/06 | |
| McLean County | Gateway Computer 28047424 | 3212 | CAP-01-776-ILL | | 1,759.00 | 1,759.00 | 100% | | | | | 2002 Aug | G | 03/08/06 | |
| McLean County | Gateway Computer 28047425 | 3212 | CAP-01-776-ILL | | 1,759.00 | 1,759.00 | 100% | | | | | 2002 Aug | G | 03/08/06 | |
| McLean County | GTX Radio 867FCL0608 | 3212 | CAP-01-776-ILL | | 550.00 | 550.00 | 100% | | | | | 2002 May | G | 03/08/06 | |
| McLean County | GTX Radio 867FCL0609 | 3212 | CAP-01-776-ILL | | 550.00 | 550.00 | 100% | | | | | 2002 May | G | 03/08/06 | |
| McLean County | GTX Radio 867FCL0610 | 3212 | CAP-01-776-ILL | | 550.00 | 550.00 | 100% | | | | | 2002 May | G | 03/08/06 | |
| McLean County | GTX Radio 867FCL0611 | 3212 | CAP-01-776-ILL | | 550.00 | 550.00 | 100% | | | | | 2002 May | G | 03/08/06 | |
| McLean County | GTX Radio 867FCL0612 | 3212 | CAP-01-776-ILL | | 550.00 | 550.00 | 100% | | | | | 2002 May | G | 03/08/06 | |
| McLean County | GTX Radio 867FCL0613 | 3212 | CAP-01-776-ILL | | 550.00 | 550.00 | 100% | | | | | 2002 May | G | 03/08/06 | |
| McLean County | GTX Radio 867FCL0614 | 3212 | CAP-01-776-ILL | | 550.00 | 550.00 | 100% | | | | | 2002 May | G | 03/08/06 | |
| McLean County | MTX Radio | 3212 | CAP-01-776-ILL | | 665.00 | 665.00 | 100% | | | | | 2002 May | G | 03/08/06 | |
| McLean County | Copilar 31705055 | 3366 | CAP-03-843-ILL | | 2,445.00 | 2,445.00 | 100% | | | | | 2003 April | F | 03/08/06 | |
| McLean County | Dell Computer | Sale of Veh | | | 703.61 | | | | | | | 2004 Aug | G | 03/08/06 | |
| McLean County | Office desks, software upgrade | Sale of Veh | | | 1871.00 | | | | | | | 2004 Sept | G | 03/08/06 | |
| McLean County | Wheelchairs | Sale of Veh | | | 973.29 | | | | | | | 2004 Dec | G | 03/08/06 | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| DISPOSITION: | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

EXHIBIT J (5311) / OP-6E & OP-6G (DSU)
MC LEAN COUNTY
SECTION 5311 VEHICLE INVENTORY SUMMARY

VEHICLE CONDITION CODE VEHICLE STATUS CODE
EXCELLENT ACTIVE A
GOOD RESERVE RV
FAIR OUT OF SERVICE O
POOR REPLACED RPL
INOPERABLE DISPOSED D

| DISPOSED VEHICLES: VIN | TITLE HOLDER OWNER | OPERATOR | BUS FLEET # | CHASSIS YEAR | CHASSIS MANUF. | VEHICLE TYPE | VEHICLE LENGTH | STATE GRANT NUMBER | FED GRANT NUMBER | Acquisition COST | Dollars Of FEDERAL Participation | DATE IN SERVICE/PURCHASE | FTA ELIGIBLE REPLACEMENT DATE | CURRENT VEHICLE MILEAGE | CURRENT VEHICLE CONDITION | DATE OF LAST IDOT INSPECTION | VEHICLE STATUS | |
|---|-----------------------------------|----------|-------------|--------------|---------------------|-----------------|----------------|--------------------|------------------|------------------------------|----------------------------------|--------------------------|-------------------------------|-------------------------|---------------------------|------------------------------|----------------|--|
| Denard Response Inc 2BRK3TZATK164888 | Meadows/SHOW BUS McLean County | SHOW BUS | 4 | 96 | Dodge | Raised roof van | 20' | CAP-95-555 | IL-16-0015 | \$ 33,233.00 | \$ 26,586.50 | 10/17/96 | 1998 | 106,845 | POOR | 03/06/06 | O | |
| 1FDXE40F3WH91379 | McLean County | SHOW BUS | 15 | 98 | Ford | Medium Duty | 23.3' | CAP-98-616 | | \$ 53,197.00 | - | 12/14/98 | 1998 | 148,743 | FAIR | 03/06/06 | RPL | |
| 2B7LB31Z9WK159253 | McLean County | SHOW BUS | 16 | 98 | Dodge | Raised roof van | 20' | CAP-98-616 | | \$ 36,417.00 | - | 12/14/98 | 1998 | 176,164 | FAIR | 03/06/06 | RPL | |
| 28BL31Z5YK124040 | Meadows/SHOW BUS | SHOW BUS | 17 | 2000 | Dodge | Raised roof van | 20' | EG/AA/L/LOCAL | | \$ 45,000.00 | - | 07/10/00 | 2000 | 129,482 | FAIR | 03/06/06 | A | |
| 2B7LB31Z7YK168458 | McLean County | SHOW BUS | 18 | 2000 | Dodge | Raised roof van | 20' | CAP-00-690-ILL | | \$ 37,694.00 | - | 07/20/00 | 2000 | 97,733 | FAIR | 03/06/06 | A | |
| 1FDXE45FYHC01220 | McLean County | SHOW BUS | 19 | 2000 | Ford | Medium Duty | 23.3' | CAP-00-690-ILL | | \$ 54,698.00 | - | 11/03/00 | 2000 | 141,845 | GOOD | 03/06/06 | A | |
| 1FDXE45FYHC01227 | McLean County | SHOW BUS | 20 | 2000 | Ford | Medium Duty | 23.3' | CAP-00-690-ILL | | \$ 54,698.00 | - | 11/27/00 | 2000 | 104,181 | GOOD | 03/06/06 | A | |
| 1FDWE95L52HB95792 | McLean County | SHOW BUS | 21 | 2003 | Ford | Light Duty | 20' | CAP-02-791-CVP | IL-03-0225 | \$ 44,353.00 | \$ 35,482.00 | 12/20/02 | 2002 | 103,910 | GOOD | 03/06/06 | A | |
| 1FDXE45F22HB40638 | McLean County | SHOW BUS | 22 | 2002 | Ford | Medium Duty | 23.3' | CAP-02-791-CVP | IL-03-0225 | \$ 52,551.00 | \$ 42,049.00 | 01/24/03 | 2003 | 89,129 | GOOD | 03/06/06 | A | |
| 1FDXE45F24HB40639 | McLean County | SHOW BUS | 23 | 2002 | Ford | Medium Duty | 23.3' | CAP-01-743-CVP | IL-03-0213 | \$ 52,551.00 | \$ 42,049.00 | 01/24/03 | 2003 | 79,740 | GOOD | 03/06/06 | A | |
| 1FDXE45F03HB86038 | McLean County | SHOW BUS | 24 | 2003 | Ford | Medium Duty | 23.3' | CAP-03-856-CVP | IL-18-X018 | \$ 54,404.53 | \$ 43,523.63 | 02/20/04 | 2004 | 58,204 | EXCELLENT | 03/06/06 | A | |
| 1FDVE5L33HB88076 | McLean County | SHOW BUS | 25 | 2003 | Ford | Light Duty | 20' | CAP-03-856-CVP | IL-18-X018 | \$ 45,619.83 | \$ 36,495.86 | 04/08/04 | 2004 | 44,865 | EXCELLENT | 03/06/06 | A | |
| 1FDXE45F24HB40651 | Meadows/SHOW BUS | SHOW BUS | 26 | 2003 | Ford | Medium Duty | 23.3' | 194 CVP | | n/a-rec'd from closed agency | | 06/30/04 | 2004 | 66,387 | EXCELLENT | 03/06/06 | A | |
| 1FDXE45F24HB40651 | McLean County | SHOW BUS | 27 | 2005 | Ford | Medium Duty | 23.3' | CAP-04-876-CVP | IL-16-0030 | \$ 58,435.00 | \$ 58,435.00 | 11/04/05 | 2005 | 11,188 | EXCELLENT | 03/06/06 | A | |
| 1FDXE45F15HB26630 | McLean County | SHOW BUS | 28 | 2005 | Ford | Medium Duty | 23.3' | CAP-04-876-CVP | IL-18-X021 | \$ 58,435.00 | \$ 58,435.00 | 11/04/05 | 2005 | 8,119 | EXCELLENT | 03/06/06 | A | |
| 1GBDV13L75D265377 | Bloomington Normal Tr. | SHOW BUS | 29 | 2005 | Chevrolet | Mini Van | 16.6' | | | | | 11/07/05 | 2005 | 1,974 | EXCELLENT | 03/06/06 | A | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| DISPOSED VEHICLES: VIN | TITLE HOLDER OWNER | OPERATOR | BUS FLEET # | CHASSIS YEAR | CHASSIS MANUFACTURE | VEHICLE TYPE | VEHICLE LENGTH | STATE GRANT NUMBER | FED GRANT NUMBER | Acquisition COST | Dollars Of FEDERAL Participation | DATE IN SERVICE/PURCHASE | FTA ELIGIBLE REPLACEMENT DATE | CURRENT VEHICLE MILEAGE | CURRENT VEHICLE CONDITION | DATE OF LAST DISPOSITION | VEHICLE STATUS | |
| 1FTJSA34G9RH78592 | McLean County | SHOW BUS | 3 | 94 | Ford | Raised roof van | 20' | CAP-94-480-1LL | | \$ 35,597.00 | - | 12/01/84 | 1984 | SOLD | SOLD | 07/21/04 | SOLD | |
| 4CDK54F22P7106426 | Meadows/SHOW BUS | SHOW BUS | 11 | 93 | MST | Heavy Duty | | CAP-92-401 FED | IL-16-0016 | \$ 65,152.00 | \$ 52,122.00 | 05/01/83 | 1993 | SOLD | SOLD | 02/22/05 | SOLD | |
| 1FDLE40F2VH82190 | Meadows/SHOW BUS | SHOW BUS | 14 | 97 | Ford | Medium Duty | 23.3' | IL-97-559 FED | IL-16-0021 | \$ 52,657.00 | \$ 42,126.00 | 07/26/97 | 1997 | SOLD | SOLD | 02/22/05 | SOLD | |



McLean County

SAMPLE

COPY

DEPARTMENT OF BUILDING & ZONING

(309) 888-5160 Fax (309) 888-5768 www.mclean.gov
115 E. Washington, Room M192, P.O. Box 2400, Bloomington, Illinois 61702-2400

March 20, 2006

Bloomington Normal Public Transportation
104 E. Oakland Avenue
Bloomington, IL 61701

RE: Opportunity to Provide Rural Public Transportation in McLean, Livingston, Ford & Iroquois Counties

Dear Transportation Provider:

McLean County applies annually to the Illinois Department of Transportation (IDOT) on behalf of the four above named counties for Section 5311 federal transit funding to help fund rural public transportation. These funds have been received since 1988 to operate rural public transportation in McLean and Livingston Counties. Ford County was added in 1989. Iroquois County was added in 1992.

SHOW BUS, which is sponsored by Meadows Mennonite Retirement Community, is currently the provider of this service. SHOW BUS offers public transportation in the four county area Monday through Friday. Service is open to wheelchair passengers as well as to those who are ambulatory.

According to Section 5311 requirements, private transportation providers in the four county area need to be informed about this service and asked if they are interested in participating in a contract for service arising from a funding agreement under the Section 5311 Rural Public Transportation Funding Assistance Program. Any provider would need to deliver all of the transportation obligations under the terms of the contract with IDOT for the four county area.

Please contact me by March 31, 2006 if you are interested in providing this public transportation or if I can be of further assistance.

Sincerely,

Mike Behary, County Planner
Grantee Project Manager

Providers List for 2007 Application

Beyer Twin City Cab & Circle City Cab
1001 West Washington Street
Bloomington, IL 61701

The ARC
700 E. Elm Street
Watseka, IL 60970

Checker Cab Inc.
1508 South Main Street
Bloomington, IL 61701

Bee Express Taxi Cab
100 N. Main Street
Pontiac, IL 61764

Dehm Bus Service
8 N. 3rd
Chatsworth, IL 60921

Ryder Student Transportation
1103½ E. Croxton Avenue
Bloomington, IL 61701

Volunteer Services of Iroquois County
1001 E. Grant Street
Watseka, IL 60970

TLC Express
334 ½ E. Baker Street
Bloomington, IL 61701

St. Mary's Hospital
111 East Spring Street
Streator, IL 61364

Wilken Bus Service
1565 N 600 E Road
Onarga, IL 60955

Willow Estates Cooperative, Inc.
RR 1 Box W-27
Beaverville, IL 60912

Red Top Cab
208 North Morris Avenue
Bloomington, IL 61701

Elegant Limousines / Bloomington Charter
112 E. Jefferson
Bloomington, IL 61701

Good Times Taxi
901 W Water Street
Pontiac, IL 61764

Dave Wenger Transportation
510 W Oak Street
Fairbury, IL 61739

Dwight Cab Service
414 S Lincoln Street
Dwight, IL 60420

Lifeline Mobile Medic Van
112 Southgate Drive
Bloomington, IL 61701

First Student
704 S McLean Street
Bloomington, IL 61701

Aaron Party Bus
1628 Commerce Parkway
Bloomington, IL 61704

Anderson Top Hat Limo
110 Main Street
Emington, IL 60934

March 21, 2006

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Baker Chauffeuring
209 W Division Street
Bloomington, IL 61701

Blue Nite Limo
402 N Roosevelt Street
Bloomington, IL 61701

Cassano Limo
P.O. Box 534
Peoria, IL 61651

L&M Limo
509 Smith Lane
Dwight, IL 60420

Miss Ann's Charter
115 S Regency Drive
Bloomington, IL 61704

Gerdes Transportation
511 E Locust Street
Chatsworth, IL 60921

RE Moore & Company
1607 Visa Drive
Normal, IL 61761

YMCA Transportation
905 N Main Street
Normal, IL 61761

Sheldon Transportation Inc.
1121 N Jefferson Street
Watseka, IL 60970

Crawford Bus Systems
809 ½ S 2nd Street
Watseka, IL 60970

Red Arrow Bus
326 E Cherry Street
Watseka, IL 60970

Dwight Cab Service
414 S Lincoln Street
Dwight, IL 60420

Futures Unlimited
210 E. Torrance Avenue
Pontiac, IL 61764

Bloomington Normal Public Transportation
104 E. Oakland Avenue
Bloomington, IL 61701

Turner Bus Service
209 ½ S Old Route 66
Dwight, IL 60420

SHOW BUS ORGANIZATIONAL CHART

Meadows Mennonite Retirement Community

MMRC Board

MMRC CEO

SHOW BUS

Advisory Council

Director

Volunteers

Drivers

Dispatch

Office Mgr/Bookkeeper

Secretarial

PURCHASE OF SERVICE AGREEMENT
FOR THE RURAL GENERAL PUBLIC TRANSPORTATION
under the Section 5311 Operating and Assistance program

between

McLean County

and

Meadows Mennonite Retirement Community

d / b / a SHOW BUS

Contract Number _____

State Fiscal Year 2007

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This Agreement is made by and between McLean County (hereinafter referred to as "Grantee") and MMRC d/b/a SHOW BUS (hereinafter referred to as the "Provider" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a non-urbanized area of Illinois (herein referred to as the Project);

WHEREAS, the Grantee has applied under the Section 5311 of the Federal Transit Act, as amended, (49 USC App 1614), to the Illinois Department of Transportation (hereinafter "IDOT") for operating and administrative assistance for this Project;

WHEREAS, the Grantee's application has been approved by IDOT;

WHEREAS, the Grantee has made application under the provisions of Illinois Combined Statutes 20 ILCS 2705/49 et seq., paragraph 30 ILCS 415/2 et seq. (1992 State Bar Edition), herein referred to as the "Acts";

WHEREAS, the Provider has been selected by the Grantee to provide public transportation services;

WHEREAS, such application has been approved by IDOT; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide for the provision of service, to set forth the terms and conditions upon which the financial assistance will be made available, and to set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

ITEM 1 - DEFINITIONS

As used in this Agreement:

- (a) "Grantee" means the McLean County.
- (b) "IDOT" means the Illinois Department of Transportation, Division of Public Transportation.
- (c) "FTA" means the Federal Transit Administration of the United States Grantee of Transportation.
- (d) "Government" means the government of the United States of America.
- (e) "Provider" means a provider of transit service participating in the Section 5311 program and supplying transportation services for the Project under contract to the Grantee.
- (f) "Project Costs" means the sum of eligible costs incurred by the Provider and/or its Operator(s) in performing the Project.
- (g) "USDOT" means the United States Department of Transportation

ITEM 2 - PROJECT SCOPE

The Provider agrees to provide the public transportation services described in the Grantee's Final Approved Application and Service Plan on file at the IDOT offices. Provider's Service Plan is incorporated into this Agreement as Exhibit A, and made a part hereof. Provider shall not reduce, terminate, or substantially change such public transportation without the prior written approval of the Grantee.

ITEM 3 - AMOUNT OF CONTRACT

Under the Section 5311 program administered by IDOT, the Grantee may make payments for up to 50% of the Provider's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Provider during the fiscal year 1995 in the provision of public transportation services approved by the Grantee. In no event shall the Provider's payment under this Agreement exceed the total funding available for the Project Costs. Total funding for the Project Costs is \$ 312,384.

The Provider agrees that it will provide, or cause to be provided, from sources other than funds provided under Section 5311 of the Federal Transit Act, as amended, sufficient funds to meet the non-IDOT portion of the operating deficit and administrative expenses.

ITEM 4 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this Part, entitled "Purchase of Service Agreement for Rural General Public Transportation", together with Exhibit A, entitled "Provider's Application," Exhibit B, entitled "Approved Project Budget," and Exhibit C, entitled "State of Illinois Drug Free Workplace Certification," all of which are by this reference specifically incorporated herein.

ITEM 5 - ILLINOIS GRANT FUNDS RECOVERY ACT

This Agreement is subject to the Illinois Grant Funds Recovery Act, 20 ILCS 705/1. This Agreement is valid until June 30, 2007 and grant funds are available to Provider and may be expended by Provider until said date unless the Grantee, at its discretion, grants an extension of time. Any funds which are not expended or legally obligated by the Provider at the end of the agreement or by the expiration of the period of time funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Grantee within 45 days. Project close-out shall be in accordance with ITEM 14 of this Agreement.

This ITEM is subject to further revision at the sole determination and discretion of the Grantee.

ITEM 6 - ACCOMPLISHMENT OF THE PROJECT

- a. General Requirements - The Provider shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, the Service Plan, and all applicable laws and Grantee guidelines.
- b. Pursuant to Federal, State, and Local Law - In performance of its obligations pursuant to this Agreement, the Provider and its contractors shall comply with all applicable provisions of Federal, State and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive local standards to the performance of the Project.

The Provider agrees that the most recent of such Federal and State requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either IDOT or FTA, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new Federal and State laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal and State requirements, the Provider agrees to include in all third party contracts financed with Government (FTA & IDOT) assistance specific notice that Federal and State requirements may change and the changed requirements will apply to the project as required.

- c. Project Funds - The Provider shall initiate and prosecute to completion all proceedings necessary to enable the Provider to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs.
- d. Changed Conditions Affecting Performance - The Provider shall immediately notify the Grantee of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this contract.
- e. No Government Obligations to Third Parties - The Grantee shall not be subject to any obligations or liabilities by contractors of the Provider or their subcontractors or any other person not a party to this contract in connection with the performance of this Project pursuant to the provisions of this Agreement without its specific written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

ITEM 7 - CONTINUANCE OF SERVICE

The Provider agrees to use its best efforts to continue to provide, either directly or by contract, as the case may be, the service described in the Provider's Final Approved Service Plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least 30 days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the appropriate regulatory agency, whichever comes first, the Provider shall give written notice of the proposed action to the Grantee and all units of local government within the Provider's service area.

ITEM 8 - USE OF FACILITIES

The Provider agrees that the Project facilities will be used for the provision of transportation service within the Grantee's service area substantially as described in the Provider's Final Approved Service Plan. Such facilities shall be used in the provision of said service during the effective period of this Agreement in accordance with generally accepted accounting principles and IDOT, FTA and Grantee guidelines. If, during such period, such facilities are not used for transportation service at the initiative of the Provider, the Provider shall immediately notify the Grantee.

The Provider shall keep satisfactory records with regard to the use of the facilities and submit to the Grantee upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Grantee in all cases where Project facilities are used in a manner substantially different from that described in the Final Approved Service Plan. The Provider shall maintain in amount and form satisfactory to the Grantee such insurance or self-insurance as will be adequate to protect Project facilities throughout the period of required use. The Provider shall also submit at the request of the Grantee, upon forms provided by IDOT, a certification that the Project facilities are being used in accordance with the terms of this ITEM.

Encumbrance of Project Property.

- (a) Unless expressly authorized in writing by the IDOT, the Provider agrees to refrain from:
- (1) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Grantee interest in any Project real property or equipment; or
 - (2) Obligating itself in any manner to any third party with respect to Project real property or equipment.
- (b) The Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Grantee interest or impair the Provider's continuing control over the use of Project real property or equipment.

ITEM 38 - CHARTER SERVICE OPERATIONS

The provider may not engage in charter service operations except as provided under Section 3(f) of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1602 (f), and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

ITEM 39 - PRIVACY

Should the Provider, or any of its subcontractors, or their employees, administer any system of records on behalf of the Federal Government, the Privacy Act of 1974 (The Act), 5 U.S.C. Section 552a, imposes information restrictions on the party managing the system of records.

ITEM 40 - MATCHING FUNDS

It is hereby expressly agreed by the Provider that it will cause to be provided all matching funds required of the Grantee in the Grantee's "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into with the State of Illinois.

ITEM 41 - FUNDING DELAY

It is hereby expressly agreed between the parties that if any delay occurs in providing Federal or State funding to the Provider, there is absolutely no obligation on the part of the Grantee to fund Provider's program hereunder. That if the "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into by and between the Grantee and the State of Illinois is terminated, then this agreement is immediately null and void. Further, if there is any delay in funding from the aforesaid agreement, Grantee and Provider may, by mutual written consent, agree to suspend services contemplated hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the 1st day of July, 2006, by their respective duly authorized officials.

Provider's Name & Address

Meadows Mennonite Home
d/b/a SHOWBUS, R.R. 1
Chenoa, IL 61726

Grantee's Name & Address

McLean County Board
115 E. Washington Street
Bloomington, IL 61702-2400

By: _____
Chief Executive Officer

By: _____
Michael Sweeney,
County Board Chairman

Attest:

Peggy Ann Milton, County Clerk
Board of McLean County, Illinois

McLEAN COUNTY NURSING HOME

ACCRUED EXPENDITURE

Prt Date March 27, 2006

| | 2006 BUDGET | 2006 MONTHLY ALLOC | FEB,2006 ACCRUED EXPENSE | YTD ALLOC | ADJUSTED YTD EXPENSE | REMAINING BUDGET | YTD VARIANCE AMOUNT | PER CENT OF BUDGET SPENT | PROJECTED EXPENSE 12/31/05 |
|--------------------|------------------|--------------------|--------------------------|------------------|----------------------|------------------|---------------------|--------------------------|----------------------------|
| SALARIES | 3,335,996 | 255,912 | 271,958 | 539,209 | 578,791 | 2,757,205 | 2,757,205 | 17.35% | 3,580,655 |
| IMRF | 286,229 | 21,957 | 23,334 | 46,267 | 49,660 | 236,569 | 3,393 | 17.35% | 307,220 |
| MED/LIFE | 384,300 | 11,070 | 29,481 | 62,120 | 62,120 | 322,180 | 0 | 16.16% | 384,300 |
| SOC/SEC | 255,204 | 19,577 | 20,805 | 41,252 | 44,277 | 210,926 | 3,025 | 17.35% | 273,920 |
| VAC LIAB | 30,000 | 2,301 | 2,301 | 4,849 | 4,849 | 25,151 | 0 | 16.16% | 30,000 |
| SELLBACK | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00% | #DIV/0! |
| PERSONNEL | 4,291,729 | 310,818 | 347,879 | 693,697 | 739,698 | 3,552,031 | 46,000 | 17.24% | 4,576,095 |
| COMMODITIES | 691,894 | 53,077 | 81,731 | 111,840 | 116,503 | 575,391 | 4,663 | 16.84% | 720,740 |
| CONTRACTUAL | 1,377,186 | 104,512 | 109,680 | 222,614 | 224,108 | 1,153,079 | 1,494 | 16.27% | 1,386,429 |
| CAPITAL | 188,770 | 14,711 | 3,372 | 30,998 | 4,021 | 184,749 | (26,977) | 2.13% | 24,878 |
| GRAND TOTAL | 6,549,580 | 483,117 | 542,662 | 1,059,150 | 1,084,330 | 5,465,250 | 25,180 | 16.56% | 6,708,142 |

McLEAN COUNTY NURSING HOME

ACCRUED REVENUE

Prt Date March 27, 2006

| | 2006 BUDGET | 2006 MONTHLY ALLOC | FEB,2006 ACCRUED REVENUE | YTD ALLOC | ADJUSTED YTD REVENUE | REMAINING BUDGET | YTD VARIANCE AMOUNT | OF BUDGET SPENT | PROJECTED REVENUE 12/31/05 |
|-----------------------------|--------------------|--------------------|--------------------------|--------------------|----------------------|--------------------|---------------------|-----------------|----------------------------|
| MEDICARE REVENUE | 775,400 | 59,483 | 74,491 | 125,339 | 128,632 | 646,769 | 3,293 | 16.59% | 795,771 |
| IDPA REVENUE | 2,581,280 | 198,016 | 263,521 | 417,248 | 562,470 | 2,018,810 | 145,222 | 21.79% | 3,479,686 |
| SCHOOLING REIMB | 0 | 0 | 0 | 0 | 0 | 0 | 0 | #DIV/0! | 0 |
| JDC LAUNDRY | 7,100 | 545 | 0 | 1,148 | 575 | 6,525 | (573) | 8.10% | 3,556 |
| JDC FOOD | 31,501 | 2,417 | 0 | 5,092 | 2,490 | 29,011 | (2,602) | 7.90% | 15,405 |
| MEALS | 500 | 38 | 72 | 81 | 108 | 392 | 27 | 21.60% | 668 |
| PVT PAY REVENUE | 1,862,960 | 142,912 | 130,086 | 301,136 | 273,495 | 1,589,465 | (27,641) | 14.68% | 1,691,962 |
| UNCLASS | 7,300 | 560 | 124 | 1,180 | 249 | 7,051 | (931) | 3.41% | 1,538 |
| INTEREST EARNED | 41,604 | 3,192 | 8,785 | 6,725 | (5,965) | 47,569 | (12,690) | -14.34% | (36,904) |
| SALE OF ASSETS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | #DIV/0! | 0 |
| TRANSFER IN | 424,373 | 32,555 | 45,211 | 68,597 | 95,964 | 328,409 | 27,367 | 22.61% | 593,675 |
| TELEPHONE REIMB | 0 | 0 | 930 | 0 | 1,980 | (1,980) | 1,980 | #DIV/0! | 12,249 |
| TOTAL ACC REVENUE | 5,732,018 | 439,716 | 523,219 | 926,545 | 1,059,997 | 4,672,021 | 133,451 | 18.49% | 6,557,606 |
| TOTAL ACC REVENUE | 5,732,018 | 439,716 | 523,219 | 926,545 | 1,059,997 | 4,672,021 | 133,451 | 18.49% | 6,557,606 |
| LESS ACCRUED EXPENSE | (6,549,580) | (483,117) | (542,662) | (1,059,150) | (1,084,330) | (5,465,250) | (25,180) | 16.56% | (6,708,142) |
| ACC REV - (ACC EXP) | (817,562) | (43,401) | (19,443) | (132,604) | (24,333) | (793,228) | 108,271 | | (150,536) |
| PLUS CAP EXP | 0 | 14,711 | 3,372 | 30,998 | 4,021 | 184,749 | (26,977) | | 24,878 |
| ACC BALANCE | (817,562) | (28,690) | (16,071) | (101,606) | (20,312) | (608,480) | 81,294 | | (125,658) |

McLEAN COUNTY NURSING HOME
FEBRUARY 28 DAYS

2006

DAILY CENSUS

DAY OF MONTH 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 TOT AVG
FEBRUARY 2006

| CERT | 9 | 10 | 10 | 10 | 10 | 10 | 8 | 8 | 7 | 7 | 7 | 7 | 7 | 8 | 7 | 5 | 5 | 5 | 5 | 4 | 7 | 9 | 9 | 8 | 8 | 8 | 8 | 0 | 0 | 0 | 218 |
|-----------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|----|-----|-----|
| MEDICARE | 9 | 10 | 10 | 10 | 10 | 10 | 8 | 8 | 7 | 7 | 7 | 7 | 7 | 8 | 7 | 5 | 5 | 5 | 5 | 4 | 7 | 9 | 9 | 8 | 8 | 8 | 0 | 0 | 0 | 218 | |
| PA SKILL | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 0 | 0 | 0 | 26 | | |
| PA INT | 6 | 6 | 6 | 6 | 6 | 6 | 7 | 7 | 8 | 8 | 7 | 7 | 7 | 6 | 6 | 6 | 6 | 6 | 6 | 7 | 6 | 6 | 6 | 6 | 6 | 6 | 0 | 0 | 0 | 178 | |
| PP SKILL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 0 | 0 | 0 | 10 | | |
| PP INT | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 0 | 0 | 0 | 36 | | |
| SUB TOTAL | 18 | 18 | 19 | 19 | 19 | 19 | 17 | 17 | 17 | 17 | 16 | 16 | 16 | 16 | 16 | 14 | 14 | 14 | 14 | 14 | 16 | 18 | 18 | 17 | 17 | 15 | 15 | 0 | 0 | 468 | |

| NON-CERT | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 84 |
|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---|---|------|
| PA SKILL | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 0 | 0 | 0 | 84 |
| PA INT | 86 | 85 | 86 | 87 | 86 | 85 | 86 | 86 | 86 | 87 | 87 | 88 | 88 | 88 | 88 | 87 | 88 | 88 | 88 | 87 | 87 | 88 | 87 | 86 | 86 | 86 | 85 | 0 | 0 | 2425 |
| PP SKILL | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 0 | 0 | 0 | 84 |
| PP INT | 33 | 33 | 33 | 33 | 33 | 33 | 34 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 34 | 34 | 0 | 0 | 927 |
| SUB TOTAL | 125 | 124 | 125 | 126 | 125 | 124 | 126 | 125 | 126 | 126 | 127 | 127 | 127 | 127 | 127 | 126 | 127 | 127 | 127 | 126 | 126 | 127 | 126 | 125 | 125 | 125 | 125 | 0 | 0 | 3520 |

| TOTAL | 9 | 9 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 218 | 7.8 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|------|------|
| MEDICARE | 9 | 9 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 0 | 0 | 218 | 7.8 |
| PA SKILL | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 0 | 0 | 0 | 110 | |
| PA INT | 92 | 91 | 91 | 92 | 93 | 92 | 91 | 92 | 93 | 93 | 93 | 93 | 93 | 94 | 94 | 93 | 94 | 94 | 94 | 94 | 94 | 94 | 93 | 92 | 92 | 92 | 91 | 0 | 0 | 2603 | 96.9 |
| PP SKILL | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 0 | 0 | 0 | 94 | |
| PP INT | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 34 | 34 | 34 | 34 | 34 | 34 | 34 | 34 | 34 | 34 | 34 | 34 | 34 | 34 | 34 | 35 | 35 | 0 | 0 | 963 | 37.8 |

| TOT IN HOUSE | 143 | 142 | 143 | 144 | 145 | 144 | 143 | 143 | 143 | 143 | 143 | 143 | 143 | 143 | 143 | 140 | 141 | 141 | 141 | 140 | 143 | 144 | 143 | 142 | 142 | 141 | 140 | 0 | 0 | 3988 | 142.4 |
|--------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---|-----|------|-------|
| PP BED HOLD | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 2 | 2 | 3 | 2 | 1 | 1 | 1 | 1 | 1 | 0 | 0 | 21 | |
| PA BED HOLD | 3 | 4 | 3 | 2 | 1 | 2 | 3 | 1 | 2 | 1 | 2 | 1 | 0 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 0 | 0 | 36 | 2.0 |
| TOTAL CENSUS | 147 | 146 | 146 | 146 | 146 | 146 | 145 | 145 | 145 | 145 | 145 | 145 | 145 | 145 | 144 | 144 | 144 | 144 | 144 | 144 | 146 | 146 | 145 | 144 | 144 | 143 | 142 | 0 | 0 | 4045 | 144.5 |
| VACANCIES | 3 | 4 | 4 | 4 | 4 | 4 | 5 | 5 | 5 | 5 | 7 | 7 | 7 | 7 | 7 | 6 | 6 | 6 | 6 | 6 | 6 | 4 | 5 | 5 | 6 | 6 | 7 | 8 | 150 | 150 | |

McLEAN COUNTY NURSING HOME

CENSUS Report - 2006

| MONTH | AVG MEDICARE | AVG PVT PAY | AVG IDPA | AVG IN HOUSE | AVG BED HOLD | AVG CENSUS | AVG VACANT |
|-----------|-----------------|----------------|-------------|-----------------|-----------------|---------------|---------------|
| JANUARY | 7.61 | 37.81 | 99.71 | 145.13 | 2.32 | 147.45 | 2.55 |
| FEBRUARY | 7.79 | 37.75 | 96.89 | 142.43 | 2.04 | 144.46 | 5.54 |
| MARCH | | | | | | | |
| APRIL | | | | | | | |
| MAY | | | | | | | |
| JUNE | | | | | | | |
| JULY | | | | | | | |
| AUGUST | | | | | | | |
| SEPTEMBER | | | | | | | |
| OCTOBER | | | | | | | |
| NOVEMBER | | | | | | | |
| DECEMBER | | | | | | | |

YTD AVERAGE 7.70 37.78 98.30 143.78 2.18 145.96 4.04
 % OF CAPACITY 5.13% 25.19% 65.53% 95.85% 1.45% 97.31% 2.69%



Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309) 888-5450

Memorandum

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director

A handwritten signature in black ink, appearing to be "RJK", is written over the name "Robert J. Keller" in the "From" field.

Date: March 28, 2005

Re: FY06 Supplemental IDPH Bioterrorism Planning and Preparedness Award

Please find attached a budget amendment to grant fund 0107 increasing the appropriation by \$50,000 to cover the period April 1, 2006 through August 31, 2006. The additional funding is derived through unexpended Illinois Department of Public Health funds from the U.S. Centers for Disease Control bioterrorism and preparedness grant. Redirected funds are distributed on a formula basis driven by population and risk assessment.

In McLean County the vast majority of funds will be used to bolster the department's capacity to equip personnel and facilities for mass dispensing antibiotics or vaccines under the Strategic National Stockpile. The deficit in equipment and supplies was identified as part of the critique of the February 18th dispensing site exercise.

An Ordinance of the McLean County Board
Amending the 2006 Combined
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2006 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, by \$50,000 from \$115,000 to \$165,000.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

| LINE | DESCRIPTION | PRESENT AMOUNT | INCREASE (DECREASE) | NEW AMOUNT |
|-----------|----------------------|-------------------|------------------------|---------------|
| 0601-0001 | Clothing-Employees | \$ 0 | \$ 1,900 | \$ 1,900 |
| 0620-0001 | OP/OFF Supplies | \$ 4,693 | \$ 9,415 | \$ 14,108 |
| 0621-0001 | Non Major Equipment | \$ 265 | \$ 7,297 | \$ 7,562 |
| 0622-0001 | Med/Nursing Supplies | \$ 6,135 | \$ 135 | \$ 6,270 |
| 0627-0001 | Photo Supplies | \$ 0 | \$ 600 | \$ 600 |
| 0718-0001 | Schooling/Conference | \$ 3,100 | \$ 2,915 | \$ 6,015 |
| 0832-0001 | Furn/Off Equipment | \$ 0 | \$ 8,610 | \$ 8,610 |
| 0833-0002 | Computer Equipment | \$ 1,000 | \$ 3,300 | \$ 4,300 |
| 0839-0001 | Radio Equipment | \$ 0 | \$ 15,828 | \$ 15,828 |
| TOTALS: | | \$ 15,193 | \$ 50,000 | \$ 65,193 |

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this _____ day of _____, 2006.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean

Michael F. Sweeney Chairman of the
McLean County Board

McLEAN COUNTY OFFICIAL/EMPLOYEE CARDHOLDER AGREEMENT

My department has obtained a Commerce Bank Corporate Procurement Card (hereinafter the "Card"). In consideration of my being authorized to utilize the Card, I agree to comply with the following terms and conditions regarding its use.

1. I understand that I am being entrusted with a valuable tool - a corporate purchasing card. I will be making financial commitments on behalf of McLean County. I will diligent in trying to obtain the best value when using the Card. I understand that when I use this Card, McLean County will be liable to Commerce Bank for all charges made.
3. I agree to use this Card for approved purchases only. Misuse or abuse of the Card will result in the revocation of my privileges to use the Card and appropriate disciplinary action being taken against me, which may include termination and/or referral to the appropriate law enforcement authorities. I understand and agree that such misuses or abuses of the Card shall include, but are not limited to:
 - Purchasing items for personal use;
 - Using the Card for unauthorized travel and/or entertainment expense;
 - Failure to return the Card when I have been reassigned, relocated or transferred;
 - Failure to submit, in a timely manner, proper documentation and receipts with each monthly statement;
 - Using the card to obtain cash in lieu of a credit to the purchasing card account;
 - Using the card to purchase alcoholic beverages or any substance, material, or service which violates the policies, regulations, laws and/or ordinances of McLean County, State law or Federal law;
 - Allowing use of the card by an unauthorized individual (only those individuals that have signed this Cardholder Agreement are considered "Authorized Users");
 - Failing to provide, when requested, information about any specific purchase;
 - Not adhering to all of McLean County's Purchasing Card Program User Guidelines (attached).
4. I acknowledge that I have been given a copy of the McLean County's Purchasing Card Program User Guidelines and agree that they are incorporated into this Agreement by reference.
5. I agree that if I violate the terms of this Agreement, I shall reimburse McLean County for all charges incurred and any fees related to the collection of those charges.
6. I agree to return the Card immediately upon the request of the McLean County Auditor or upon termination of employment (including retirement), and/or an organizational change in my department.

7. If the Card is lost or stolen, I agree to promptly notify the McLean County Auditor at 1-309-888-5151, Commerce Bank at 1-800-892-7104, Visa at 1-800-847-2911 and will be prepared to provide information in writing or by fax to 1-816-234-2977, if requested. I understand that a replacement card may take seven to ten days to arrive.

Official/Employee Signature Date

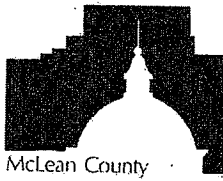
Department

Department Supervisor Signature
(if applicable)

McLean County Auditor

Departmental Monthly Limit: \$ _____

Other Restrictions: _____



H. Lee Newcom
McLean County Recorder
115 E. Washington Street, Room M-104
Post Office Box 2400
Bloomington, IL 61702-2400
(309) 888-5170
(309) 888-5927 Fax

April 4, 2006

To: Honorable Members of the Finance Committee

From: Lee Newcom, County Recorder

For your information and approval at your April 4, 2006, meeting I present the following attached documents and action items.

1. February 2006 monthly financial reports.

FOR THE MONTH OF FEBRUARY 2006

| Description | Revenue Account # | GL Balance As Of 2/28/2006 | Recorder's Rcpts For the Month Of February 2006 | PLUS 01/31/2006 Rec Rcpts Dep To GL 02/01/2006 | Less 02/28/2006 Rec Rcpts Dep To GL 03/01/2006 | Total | Difference |
|----------------------------|--------------------------|----------------------------------|---|--|--|------------|------------|
| | | | | | | | |
| Copy Fees | 0001-0006-0008 0410-0008 | 1,659.40 | 1,270.90 | 406.00 | (17.50) | 1,659.40 | - |
| Recording Fees | 0001-0006-0008 0410-0029 | 33,570.00 | 34,508.00 | 1,590.00 | (2,528.00) | 33,570.00 | - |
| County Revenue Stamps | 0001-0006-0008 0410-0032 | 26,583.75 | 24,689.75 | 5,224.75 | (3,330.75) | 26,583.75 | - |
| Micro Film Sales | 0001-0006-0008 0410-0128 | - | - | - | - | - | - |
| Compact Disc Sales | 0001-0006-0008 0410-0132 | 280.00 | 280.00 | - | - | 280.00 | - |
| Rental HSG Support Program | 0001-0006-0008 0410-0195 | 1,963.00 | 2,014.00 | 94.00 | (145.00) | 1,963.00 | - |
| Document Storage | 0137-0006-0008 0410-0089 | 6,639.00 | 6,786.00 | 303.00 | (450.00) | 6,639.00 | - |
| GIS Document Storage | 0137-0006-0008 0410-0181 | 2,213.00 | 2,262.00 | 101.00 | (150.00) | 2,213.00 | - |
| GIS Fund | 0167-0006-0008 0410-0181 | 10,924.00 | 11,178.00 | 496.00 | (750.00) | 10,924.00 | - |
| | | | | | | Sum(B:D)=E | |

Adjustments are made to column C & D because the Recorder's daily receipts are not turned into the General Ledger until the next business day. These adjustments must be made in order to balance to the General Ledger.

Explanation of Differences:

DON EVERHART
CHIEF DEPUTY RECORDER



Recorder

Year-to-date Totals through February, 2006

| Account # | Account Description | Month-to-date Totals | | Year-to-date Totals through February, 2006 | |
|----------------------|--------------------------------|----------------------|-------------------|--|---------------------|
| | | Cash/Check/Change | Charges Paid | Cash/Check/Change | Charges Paid |
| 101-0-0-201-070-034 | Due Idor-Rental Hsg Prog | \$18,126.00 | \$0.00 | \$38,610.00 | \$0.00 |
| 101-6-8-410-008-034 | Copy Fees | \$1,272.40 | \$3.50 | \$2,687.60 | \$4.75 |
| 101-6-8-410-029-035 | Recording Fees | \$34,758.00 | \$655.00 | \$74,009.00 | \$1,078.00 |
| 101-6-8-410-032-036 | County Revenue Stamps | \$24,689.75 | \$0.00 | \$56,716.00 | \$0.00 |
| 101-6-8-410-111-111 | Payment On Account | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 101-6-8-410-128-100 | Microfilm Sales | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 101-6-8-410-132-100 | Compact Disc Sales | \$280.00 | \$0.00 | \$560.00 | \$0.00 |
| 101-6-8-410-195-035 | Rental Hsg Support Program | \$2,014.00 | \$0.00 | \$4,290.00 | \$0.00 |
| 116-8-4-102-222-222 | Balance Brought Forward | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 116-8-4-102-222-222 | Balance Brought Forward/Credit | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 37-6-8-410-089-284 | Document Storage | \$6,960.00 | \$342.00 | \$14,724.00 | \$375.00 |
| 37-6-8-410-181-100 | Gis Document Storage | \$2,320.00 | \$114.00 | \$4,908.00 | \$125.00 |
| 51-0-0-126-001-903 | State Revenue Stamps | \$49,379.50 | \$0.00 | \$113,432.00 | \$0.00 |
| 67-6-8-410-181-100 | Gis Fund | \$11,282.00 | \$148.00 | \$24,000.00 | \$310.00 |
| Final Total : | | \$151,081.65 | \$1,366.50 | \$333,936.60 | \$2,240.75 |
| | | | | | \$38,610.00 |
| | | | | | \$2,689.60 |
| | | | | | \$73,754.00 |
| | | | | | \$56,716.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$560.00 |
| | | | | | \$4,290.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$14,538.00 |
| | | | | | \$4,846.00 |
| | | | | | \$113,432.00 |
| | | | | | \$23,900.00 |
| | | | | | \$333,936.60 |



| PROJECT # | G/L DATE | JOURNAL | TYPE | SOURCE | TRANSACTION DESCRIPTION | BUDGET | REVENUES |
|--|-----------|---------|------|-----------|-------------------------|------------|------------|
| ===== | | | | | | | |
| G/L ACCOUNT NUMBER: 0001-0006-0008 0410-0029 | | | | | | | |
| | 2/01/2006 | 600413 | RA | Recording | BEGINNING BALANCE | 600,000.00 | |
| | | 600413 | RA | Rec FeeCH | Recording Fees | | 37,698.00- |
| | 2/02/2006 | 600419 | RA | Recording | Recording Fee Charges | | 1,575.00- |
| | 2/03/2006 | 600441 | RA | Recording | Recording Fees | | 15.00- |
| | | 600441 | RA | Recording | Recording Fees | | 2,557.00- |
| | 2/06/2006 | 600447 | RA | Recording | Recording Fee Charges | | 1,390.00- |
| | | 600447 | RA | Recording | Recording Fees | | 5.00- |
| | 2/07/2006 | 600447 | RA | Recording | Recording Fee Charges | | 1,306.00- |
| | 2/09/2006 | 600483 | RA | Recording | Recording Fees | | 5.00- |
| | | 600542 | RA | Recording | Recording Fees | | 1,763.00- |
| | | 600542 | RA | Recording | Recording Fee Charges | | 2,032.00- |
| | | 600542 | RA | Recording | Recording Fees | | 21.00- |
| | 2/10/2006 | 600542 | RA | Recording | Recording Fee Charges | | 1,927.00- |
| | | 600555 | RA | Recording | Recording Fees | | 39.00- |
| | | 600555 | RA | Recording | Recording Fee Charges | | 1,587.00- |
| | 2/13/2006 | 600571 | RA | Recording | Recording Fees | | 5.00- |
| | 2/14/2006 | 600582 | RA | Recording | Recording Fee Charges | | 1,331.00- |
| | | 600630 | RA | Recording | Recording Fees | | 2,015.00- |
| | 2/15/2006 | 600630 | RA | Recording | Recording Fee Charges | | 59.00- |
| | 2/16/2006 | 600641 | RA | Recording | Recording Fees | | 1,973.00- |
| | 2/17/2006 | 600654 | RA | Recording | Recording Fees | | 1,168.00- |
| | | 600654 | RA | Recording | Recording Fee Charges | | 1,557.00- |
| | 2/21/2006 | 600677 | RA | Recording | Recording Fees | | 176.00- |
| | | 600677 | RA | Recording | Recording Fee Charges | | 1,682.00- |
| | 2/22/2006 | 600721 | RA | Recording | Recording Fees | | 48.00- |
| | | 600721 | RA | Recording | Recording Fee Charges | | 2,282.00- |
| | 2/23/2006 | 600730 | RA | Recording | Recording Fees | | 11.00- |
| | 2/24/2006 | 600745 | RA | Recording | Recording Fees | | 1,998.00- |
| | 2/27/2006 | 600755 | RA | Recording | Recording Fees | | 1,327.00- |
| | | 600755 | RA | Recording | Recording Fee Charges | | 1,296.00- |
| | 2/28/2006 | 600766 | RA | Recording | Recording Fees | | 15.00- |
| | | 600766 | RA | Recording | Recording Fee Charges | | 2,384.00- |
| | | | | | | | 21.00- |
| MONTH TOTAL: FEBRUARY 2006 | | | | | | .00 | 33,570.00- |
| | 3/01/2006 | 600810 | RA | Recording | Recording Fees | | 2,528.00- |
| | 3/02/2006 | 600832 | RA | Recording | Recording Fees | | 2,380.00- |
| | | 600832 | RA | Recording | Recording Fee Charges | | 29.00- |
| MONTH TOTAL: MARCH 2006 | | | | | | .00 | 4,937.00- |
| Base Acct#/Detl Acct# TOTAL: Recording | | | | | | 600,000.00 | 76,205.00- |
| Sub-Dept. TOTAL : LEGAL REC | | | | | | 600,000.00 | 76,205.00- |
| Department TOTAL : CO.RECORDR | | | | | | 600,000.00 | 76,205.00- |
| Fund TOTAL : GEN. FUND | | | | | | 600,000.00 | 76,205.00- |
| ===== | | | | | | ===== | ===== |

| PROJECT # | G/L DATE | JOURNAL | TYPE | SOURCE | TRANSACTION DESCRIPTION | BUDGET | REVENUES |
|--|-----------|---------|------|------------|-------------------------|------------|------------|
| G/L ACCOUNT NUMBER: 0001-0006-0008 0410-0032 | | | | | | | |
| DESCRIPTION: Sale Of Revenue Stamps | | | | | | | |
| BEGINNING BALANCE | | | | | | | |
| | 2/01/2006 | 600413 | RA | CountyRevs | County Rev Stamp Sales | 375,000.00 | 26,801.50- |
| | 2/02/2006 | 600419 | RA | CountyRevs | County Rev Stamp Sales | | 5,224.75- |
| | 2/03/2006 | 600441 | RA | CountyRevs | County Rev Stamp Sales | | 1,872.25- |
| | 2/06/2006 | 600447 | RA | CountyRevs | County Rev Stamp Sales | | 2,252.25- |
| | 2/07/2006 | 600483 | RA | CountyRevs | County Rev Stamp Sales | | 582.75- |
| | 2/09/2006 | 600542 | RA | CountyRevs | County Rev Stamp Sales | | 1,524.75- |
| | | 600542 | RA | CountyRevs | County Rev Stamp Sales | | 1,183.25- |
| | 2/10/2006 | 600555 | RA | CountyRevs | County Rev Stamp Sales | | 1,172.50- |
| | 2/13/2006 | 600571 | RA | CountyRevs | County Rev Stamp Sales | | 1,493.25- |
| | 2/14/2006 | 600582 | RA | CountyRevs | County Rev Stamp Sales | | 169.00- |
| | 2/15/2006 | 600630 | RA | CountyRevs | County Rev Stamp Sales | | 2,125.00- |
| | 2/16/2006 | 600641 | RA | CountyRevs | County Rev Stamp Sales | | 551.00- |
| | 2/17/2006 | 600654 | RA | CountyRevs | County Rev Stamp Sales | | 1,413.25- |
| | 2/21/2006 | 600677 | RA | CountyRevs | County Rev Stamp Sales | | 735.75- |
| | 2/22/2006 | 600721 | RA | CountyRevs | County Rev Stamp Sales | | 861.75- |
| | 2/23/2006 | 600730 | RA | CountyRevs | County Rev Stamp Sales | | 897.75- |
| | 2/24/2006 | 600745 | RA | CountyRevs | County Rev Stamp Sales | | 884.25- |
| | 2/27/2006 | 600755 | RA | CountyRevs | County Rev Stamp Sales | | 1,329.25- |
| | 2/28/2006 | 600766 | RA | CountyRevs | County Rev Stamp Sales | | 684.25- |
| | | | | | | | 1,626.75- |
| MONTH TOTAL: FEBRUARY 2006 | | | | | | | |
| | | | | | | .00 | 26,583.75- |
| | 3/01/2006 | 600810 | RA | CountyRevs | County Rev Stamp Sales | | 3,330.75- |
| | 3/02/2006 | 600832 | RA | CountyRevs | County Rev Stamp Sales | | 1,637.25- |
| MONTH TOTAL: MARCH 2006 | | | | | | | |
| | | | | | | .00 | 4,968.00- |
| Base Acct#/Detl Acct# TOTAL: Rev.Stamps | | | | | | | |
| | | | | | | 375,000.00 | 58,353.25- |
| Sub-Dept. TOTAL : LEGAL REC | | | | | | | |
| | | | | | | 375,000.00 | 58,353.25- |
| Department TOTAL : CO.RECORDR | | | | | | | |
| | | | | | | 375,000.00 | 58,353.25- |
| Fund TOTAL : GEN. FUND | | | | | | | |
| | | | | | | 375,000.00 | 58,353.25- |

| PROJECT # | G/L DATE | JOURNAL | TYPE | SOURCE | TRANSACTION DESCRIPTION | BUDGET | REVENUES | |
|---|-----------|-----------------------------------|------|--------|-------------------------|----------|----------|--|
| ===== | | | | | | | | |
| G/L ACCOUNT NUMBER: 0001-0006-0008 | 0410-0128 | DESCRIPTION: Microfilm Roll Sales | | | | | | |
| ===== | | | | | | | | |
| BEGINNING BALANCE | | | | | | | | |
| Base Acct#/Detl Acct# TOTAL: Microfilm | | | | | | 3,000.00 | .00 | |
| Sub-Dept. TOTAL : LEGAL REC | | | | | | 3,000.00 | .00 | |
| Department TOTAL : CO.RECORDR | | | | | | 3,000.00 | .00 | |
| Fund TOTAL : GEN. FUND | | | | | | 3,000.00 | .00 | |
| | | | | | | ===== | ===== | |

DATE 3/06/06
 TIME 20:06:01

F I N A N C I A L M A N A G E M E N T
 REVENUE LEDGER - DETAIL LISTING

PAGE 1
 GL1450
 NWSTRRCT

| PROJECT # | G/L DATE | JOURNAL | TYPE | SOURCE | TRANSACTION DESCRIPTION | BUDGET | REVENUES |
|--|-----------|---------|------|----------|---|----------|----------|
| G/L ACCOUNT NUMBER: 0001-0006-0008 0410-0132 | | | | | | | |
| | 2/03/2006 | 600441 | RA | CD Sales | BEGINNING BALANCE | | 280.00- |
| | 2/06/2006 | 600447 | RA | CD Sales | Compact Disk Sales | 3,000.00 | 100.00- |
| | 2/10/2006 | 600555 | RA | CD Sales | Compact Disk Sales | | 100.00- |
| | | | | | | | 80.00- |
| | | | | | MONTH TOTAL: FEBRUARY 2006 | .00 | 280.00- |
| | | | | | MONTH TOTAL: MARCH 2006 | .00 | .00 |
| | | | | | Base Acct#/Detl Acct# TOTAL: CDiskSales | 3,000.00 | 560.00- |
| | | | | | Sub-Dept. TOTAL : LEGAL REC | 3,000.00 | 560.00- |
| | | | | | Department TOTAL : CO.RECORDR | 3,000.00 | 560.00- |
| | | | | | Fund TOTAL : GEN. FUND | 3,000.00 | 560.00- |

| PROJECT # | G/L DATE | JOURNAL | TYPE | SOURCE | TRANSACTION DESCRIPTION | BUDGET | REVENUES |
|--|----------|---------|------|--------|---------------------------|-----------|-----------|
| G/L ACCOUNT NUMBER: 0001-0006-0008 0410-0195 | | | | | | | |
| DESCRIPTION: Rental Hsg Support Progra | | | | | | | |
| BEGINNING BALANCE | | | | | | | |
| 2/01/2006 | RA | 600413 | Hsg | sppt | Rental Hsg Support Progra | 35,000.00 | 2,182.00- |
| 2/02/2006 | RA | 600419 | Hsg | sppt | Rental Hsg Support Progra | | 94.00- |
| 2/03/2006 | RA | 600441 | Hsg | sppt | Rental Hsg Support Progra | | 155.00- |
| 2/06/2006 | RA | 600447 | Hsg | sppt | Rental Hsg Support Progra | | 89.00- |
| 2/07/2006 | RA | 600483 | Hsg | sppt | Rental Hsg Support Progra | | 75.00- |
| 2/09/2006 | RA | 600542 | Hsg | sppt | Rental Hsg Support Progra | | 95.00- |
| 2/10/2006 | RA | 600542 | Hsg | sppt | Rental Hsg Support Progra | | 125.00- |
| 2/13/2006 | RA | 600555 | Hsg | sppt | Rental Hsg Support Progra | | 123.00- |
| 2/14/2006 | RA | 600571 | Hsg | sppt | Rental Hsg Support Progra | | 90.00- |
| 2/15/2006 | RA | 600582 | Hsg | sppt | Rental Hsg Support Progra | | 76.00- |
| 2/16/2006 | RA | 600630 | Hsg | sppt | Rental Hsg Support Progra | | 136.00- |
| 2/17/2006 | RA | 600641 | Hsg | sppt | Rental Hsg Support Progra | | 113.00- |
| 2/17/2006 | RA | 600654 | Hsg | sppt | Rental Hsg Support Progra | | 63.00- |
| 2/21/2006 | RA | 600677 | Hsg | sppt | Rental Hsg Support Progra | | 91.00- |
| 2/22/2006 | RA | 600721 | Hsg | sppt | Rental Hsg Support Progra | | 97.00- |
| 2/23/2006 | RA | 600730 | Hsg | sppt | Rental Hsg Support Progra | | 140.00- |
| 2/24/2006 | RA | 600745 | Hsg | sppt | Rental Hsg Support Progra | | 111.00- |
| 2/27/2006 | RA | 600755 | Hsg | sppt | Rental Hsg Support Progra | | 78.00- |
| 2/28/2006 | RA | 600766 | Hsg | sppt | Rental Hsg Support Progra | | 62.00- |
| MONTH TOTAL: FEBRUARY 2006 | | | | | | .00 | 1,963.00- |
| 3/01/2006 | RA | 600810 | Hsg | sppt | Rental Hsg Support Progra | | 145.00- |
| 3/02/2006 | RA | 600832 | Hsg | sppt | Rental Hsg Support Progra | | 148.00- |
| MONTH TOTAL: MARCH 2006 | | | | | | .00 | 293.00- |
| Base Acct#/Detl Acct# TOTAL: RntlHsgPrg | | | | | | 35,000.00 | 4,438.00- |
| Sub-Dept. TOTAL : LEGAL REC | | | | | | 35,000.00 | 4,438.00- |
| Department TOTAL : CO.RECORDR | | | | | | 35,000.00 | 4,438.00- |
| Fund TOTAL : GEN. FUND | | | | | | 35,000.00 | 4,438.00- |

| PROJECT # | G/L DATE | JOURNAL | TYPE | SOURCE | TRANSACTION DESCRIPTION | BUDGET | REVENUES |
|--|-----------|------------------------------------|------|------------|---------------------------|------------|------------|
| G/L ACCOUNT NUMBER: 0137-0006-0008 0410-0089 | | | | | | | |
| | | DESCRIPTION: Document Storage Fees | | | | | |
| | | BEGINNING BALANCE | | | | | |
| | | 600413 | RA | Recorder D | Recorder Document Storage | 120,000.00 | 7,470.00- |
| | 2/01/2006 | 600413 | RA | Doc St Ch | Document Storage Charges | | 294.00- |
| | 2/02/2006 | 600419 | RA | Recorder D | Recorder Document Storage | | 9.00- |
| | 2/03/2006 | 600441 | RA | Recorder D | Recorder Document Storage | | 486.00- |
| | | 600441 | RA | Doc St Ch | Document Storage Charges | | 291.00- |
| | 2/06/2006 | 600447 | RA | Recorder D | Recorder Document Storage | | 3.00- |
| | | 600447 | RA | Doc St Ch | Document Storage Charges | | 246.00- |
| | 2/07/2006 | 600483 | RA | Recorder D | Recorder Document Storage | | 3.00- |
| | 2/09/2006 | 600542 | RA | Recorder D | Recorder Document Storage | | 321.00- |
| | | 600542 | RA | Doc St Ch | Document Storage Charges | | 414.00- |
| | | 600542 | RA | Recorder D | Recorder Document Storage | | 12.00- |
| | | 600542 | RA | Doc St Ch | Document Storage Charges | | 390.00- |
| | 2/10/2006 | 600555 | RA | Recorder D | Recorder Document Storage | | 15.00- |
| | | 600555 | RA | Doc St Ch | Document Storage Charges | | 297.00- |
| | 2/13/2006 | 600571 | RA | Recorder D | Recorder Document Storage | | 3.00- |
| | 2/14/2006 | 600582 | RA | Recorder D | Recorder Document Storage | | 249.00- |
| | | 600582 | RA | Doc St Ch | Document Storage Charges | | 423.00- |
| | 2/15/2006 | 600630 | RA | Recorder D | Recorder Document Storage | | 27.00- |
| | 2/16/2006 | 600641 | RA | Recorder D | Recorder Document Storage | | 384.00- |
| | 2/17/2006 | 600654 | RA | Recorder D | Recorder Document Storage | | 216.00- |
| | | 600654 | RA | Doc St Ch | Document Storage Charges | | 309.00- |
| | 2/21/2006 | 600677 | RA | Recorder D | Recorder Document Storage | | 66.00- |
| | | 600677 | RA | Doc St Ch | Document Storage Charges | | 330.00- |
| | 2/22/2006 | 600721 | RA | Recorder D | Recorder Document Storage | | 12.00- |
| | | 600721 | RA | Doc St Ch | Document Storage Charges | | 438.00- |
| | 2/23/2006 | 600730 | RA | Recorder D | Recorder Document Storage | | 6.00- |
| | 2/24/2006 | 600745 | RA | Recorder D | Recorder Document Storage | | 399.00- |
| | 2/27/2006 | 600755 | RA | Recorder D | Recorder Document Storage | | 249.00- |
| | | 600755 | RA | Doc St Ch | Document Storage Charges | | 243.00- |
| | 2/28/2006 | 600766 | RA | Recorder D | Recorder Document Storage | | 9.00- |
| | | 600766 | RA | Doc St Ch | Document Storage Charges | | 483.00- |
| | | | | | | | 12.00- |
| | | | | | | .00 | 6,639.00- |
| MONTH TOTAL: FEBRUARY 2006 | | | | | | | |
| | 3/01/2006 | 600810 | RA | Recorder D | Recorder Document Storage | | 450.00- |
| | 3/02/2006 | 600832 | RA | Recorder D | Recorder Document Storage | | 471.00- |
| | | 600832 | RA | Doc St Ch | Document Storage Charges | | 9.00- |
| | | | | | | .00 | 930.00- |
| MONTH TOTAL: MARCH 2006 | | | | | | | |
| | | | | | | 120,000.00 | 15,039.00- |
| | | | | | | 120,000.00 | 15,039.00- |
| | | | | | | 120,000.00 | 15,039.00- |
| | | | | | | 120,000.00 | 15,039.00- |
| | | | | | | 120,000.00 | 15,039.00- |
| | | | | | | 120,000.00 | 15,039.00- |
| | | | | | | 120,000.00 | 15,039.00- |
| | | | | | | 120,000.00 | 15,039.00- |
| | | | | | | 120,000.00 | 15,039.00- |

| PROJECT # | G/L DATE | JOURNAL | TYPE | SOURCE | TRANSACTION DESCRIPTION | BUDGET | REVENUES |
|--|-----------|---------|------|------------|--------------------------------|--------|-----------|
| G/L ACCOUNT NUMBER: 0137-0006-0008 0410-0181 | | | | | | | |
| | | | | | DESCRIPTION: GIS Document Fees | | |
| | | | | | BEGINNING BALANCE | | |
| | 2/01/2006 | 600413 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | .00 | 2,490.00- |
| | | 600413 | RA | GIS Doc Ch | GIS Document Storage Char | | 98.00- |
| | 2/02/2006 | 600419 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 3.00- |
| | 2/03/2006 | 600441 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 162.00- |
| | | 600441 | RA | GIS Doc Ch | GIS Document Storage Char | | 97.00- |
| | 2/06/2006 | 600447 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 1.00- |
| | | 600447 | RA | GIS Doc Ch | GIS Document Storage Char | | 82.00- |
| | 2/07/2006 | 600483 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 1.00- |
| | 2/09/2006 | 600542 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 107.00- |
| | | 600542 | RA | GIS Doc Ch | GIS Document Storage Char | | 138.00- |
| | | 600542 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 4.00- |
| | 2/10/2006 | 600542 | RA | GIS Doc Ch | GIS Document Storage Char | | 130.00- |
| | | 600555 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 5.00- |
| | | 600555 | RA | GIS Doc Ch | GIS Document Storage Char | | 99.00- |
| | 2/13/2006 | 600571 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 1.00- |
| | 2/14/2006 | 600582 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 83.00- |
| | | 600582 | RA | GIS Doc Ch | GIS Document Storage Char | | 141.00- |
| | 2/15/2006 | 600630 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 9.00- |
| | 2/16/2006 | 600641 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 128.00- |
| | 2/17/2006 | 600654 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 72.00- |
| | | 600654 | RA | GIS Doc Ch | GIS Document Storage Char | | 103.00- |
| | 2/21/2006 | 600677 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 22.00- |
| | | 600677 | RA | GIS Doc Ch | GIS Document Storage Char | | 110.00- |
| | 2/22/2006 | 600721 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 4.00- |
| | | 600721 | RA | GIS Doc Ch | GIS Document Storage Char | | 146.00- |
| | 2/23/2006 | 600730 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 2.00- |
| | 2/24/2006 | 600745 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 133.00- |
| | 2/27/2006 | 600755 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 83.00- |
| | | 600755 | RA | GIS Doc Ch | GIS Document Storage Char | | 81.00- |
| | 2/28/2006 | 600766 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 3.00- |
| | | 600766 | RA | GIS Doc Ch | GIS Document Storage Char | | 161.00- |
| | | | | | | | 4.00- |
| MONTH TOTAL: FEBRUARY 2006 | | | | | | .00 | 2,213.00- |
| | 3/01/2006 | 600810 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 150.00- |
| | 3/02/2006 | 600832 | RA | Rec-GIS DS | Recorder-GIS Doc Storage | | 157.00- |
| | | 600832 | RA | GIS Doc Ch | GIS Document Storage Char | | 3.00- |
| MONTH TOTAL: MARCH 2006 | | | | | | .00 | 310.00- |
| Base Acct#/Detl Acct# TOTAL: GIS Doc Fe | | | | | | .00 | 5,013.00- |
| Sub-Dept. TOTAL : LEGAL REC | | | | | | .00 | 5,013.00- |
| Department TOTAL : CO.RECORDR | | | | | | .00 | 5,013.00- |
| Fund TOTAL : RECORD DOC | | | | | | .00 | 5,013.00- |

| PROJECT # | G/L DATE | JOURNAL | TYPE | SOURCE | TRANSACTION DESCRIPTION | BUDGET | REVENUES |
|--|----------|---------|------|--------|-------------------------|------------|------------|
| G/L ACCOUNT NUMBER: 0167-0006-0008 0410-0181 | | | | | | | |
| DESCRIPTION: GIS Document Fees | | | | | | | |
| | | | | | BEGINNING BALANCE | | |
| | | | | | Recorder-GIS Fund | 220,000.00 | 12,240.00- |
| | | | | | GIS Fund Charges | | 490.00- |
| | | | | | Recorder-GIS Fund | | 6.00- |
| | | | | | Recorder-GIS Fund | | 810.00- |
| | | | | | Recorder-GIS Fund | | 485.00- |
| | | | | | GIS Fund Charges | | 2.00- |
| | | | | | Recorder-GIS Fund | | 410.00- |
| | | | | | GIS Fund Charges | | 2.00- |
| | | | | | Recorder-GIS Fund | | 535.00- |
| | | | | | Recorder-GIS Fund | | 690.00- |
| | | | | | GIS Fund Charges | | 8.00- |
| | | | | | Recorder-GIS Fund | | 650.00- |
| | | | | | GIS Fund Charges | | 16.00- |
| | | | | | Recorder-GIS Fund | | 495.00- |
| | | | | | GIS Fund Charges | | 2.00- |
| | | | | | Recorder-GIS Fund | | 415.00- |
| | | | | | Recorder-GIS Fund | | 705.00- |
| | | | | | GIS Fund Charges | | 24.00- |
| | | | | | Recorder-GIS Fund | | 640.00- |
| | | | | | Recorder-GIS Fund | | 360.00- |
| | | | | | Recorder-GIS Fund | | 515.00- |
| | | | | | GIS Fund Charges | | 56.00- |
| | | | | | Recorder-GIS Fund | | 550.00- |
| | | | | | GIS Fund Charges | | 20.00- |
| | | | | | Recorder-GIS Fund | | 730.00- |
| | | | | | GIS Fund Charges | | 4.00- |
| | | | | | Recorder-GIS Fund | | 665.00- |
| | | | | | Recorder-GIS Fund | | 415.00- |
| | | | | | Recorder-GIS Fund | | 405.00- |
| | | | | | GIS Fund Charges | | 6.00- |
| | | | | | Recorder-GIS Fund | | 805.00- |
| | | | | | GIS Fund Charges | | 8.00- |
| MONTH TOTAL: FEBRUARY 2006 | | | | | | .00 | 10,924.00- |
| | | | | | Recorder-GIS Fund | | 750.00- |
| | | | | | Recorder-GIS Fund | | 785.00- |
| | | | | | GIS Fund Charges | | 6.00- |
| MONTH TOTAL: MARCH 2006 | | | | | | .00 | 1,541.00- |
| Base Acct#/Detl Acct# TOTAL: GIS Doc Fe | | | | | | 220,000.00 | 24,705.00- |
| Sub-Dept. TOTAL : LEGAL REC | | | | | | 220,000.00 | 24,705.00- |
| Department TOTAL : CO.RECORDR | | | | | | 220,000.00 | 24,705.00- |
| Fund TOTAL : GIS FEES | | | | | | 220,000.00 | 24,705.00- |

Recorder's Receivable Reconciliation

February 2006

| <u>Date</u> | | <u>General 0001</u> | <u>Doc Storage 0137</u> | <u>GIS 0167</u> |
|-------------|----------------|-------------------------|-----------------------------|---------------------|
| 2/1/2006 | Recorder | 1,681.50 | 1,248.00 | 648.00 |
| 2/2/2006 | General Ledger | 1,681.50 | 1,248.00 | 648.00 |
| | Difference | - | - | - |
| 2/2/2006 | Recorder | 1,686.50 | 1,252.00 | 650.00 |
| 2/3/2006 | General Ledger | 1,686.50 | 1,252.00 | 650.00 |
| | Difference | - | - | - |
| 2/3/2006 | Recorder | 1,691.50 | 1,256.00 | 652.00 |
| 2/6/2006 | General Ledger | 1,691.50 | 1,256.00 | 652.00 |
| | Difference | - | - | - |
| 2/6/2006 | Recorder | 1,691.50 | 1,256.00 | 652.00 |
| 2/7/2006 | General Ledger | 1,691.50 | 1,256.00 | 652.00 |
| | Difference | - | - | - |
| 2/7/2006 | Recorder | 1,730.50 | 1,276.00 | 668.00 |
| 2/8/2006 | General Ledger | 1,691.50 | 1,256.00 | 652.00 |
| **** | Difference | 39.00 | 20.00 | 16.00 |
| 2/8/2006 | Recorder | 1,751.50 | 1,292.00 | 676.00 |
| 2/9/2006 | General Ledger | 1,751.50 | 1,292.00 | 676.00 |
| | Difference | - | - | - |
| 2/9/2006 | Recorder | 1,756.50 | 1,296.00 | 678.00 |
| 2/10/2006 | General Ledger | 1,756.50 | 1,296.00 | 678.00 |
| | Difference | - | - | - |
| 2/10/2006 | Recorder | 1,756.50 | 1,296.00 | 678.00 |
| 2/13/2006 | General Ledger | 1,756.50 | 1,296.00 | 678.00 |
| | Difference | - | - | - |
| 2/13/2006 | Recorder | 1,581.50 | 1,156.00 | 614.00 |
| 2/14/2006 | General Ledger | 1,581.50 | 1,156.00 | 614.00 |
| | Difference | - | - | - |
| 2/14/2006 | Recorder | 1,581.50 | 1,156.00 | 614.00 |
| 2/15/2006 | General Ledger | 1,581.50 | 1,156.00 | 614.00 |
| | Difference | - | - | - |
| 2/15/2006 | Recorder | 1,581.50 | 1,156.00 | 614.00 |
| 2/16/2006 | General Ledger | 1,581.50 | 1,156.00 | 614.00 |
| | Difference | - | - | - |
| 2/16/2006 | Recorder | 1,737.50 | 1,228.00 | 662.00 |
| 2/17/2006 | General Ledger | 1,737.50 | 1,228.00 | 662.00 |
| | Difference | - | - | - |

Recorder's Receivable Reconciliation

February 2006

| <u>Date</u> | | <u>General 0001</u> | <u>Doc Storage 0137</u> | <u>GIS 0167</u> |
|--|----------------|-------------------------|-----------------------------|---------------------|
| 2/17/2006 | Recorder | 1,763.50 | 1,240.00 | 680.00 |
| 2/21/2006 | General Ledger | 1,763.50 | 1,240.00 | 680.00 |
| | Difference | - | - | - |
| 2/21/2006 | Recorder | 1,774.50 | 1,248.00 | 684.00 |
| 2/22/2006 | General Ledger | 1,774.50 | 1,248.00 | 684.00 |
| | Difference | - | - | - |
| 2/22/2006 | Recorder | 1,774.50 | 1,248.00 | 684.00 |
| 2/23/2006 | General Ledger | 1,774.50 | 1,248.00 | 684.00 |
| | Difference | - | - | - |
| 2/23/2006 | Recorder | 1,392.00 | 988.00 | 530.00 |
| 2/24/2006 | General Ledger | 1,392.00 | 988.00 | 530.00 |
| | Difference | - | - | - |
| 2/24/2006 | Recorder | 1,409.00 | 1,000.00 | 536.00 |
| 2/27/2006 | General Ledger | 1,409.00 | 1,000.00 | 536.00 |
| | Difference | - | - | - |
| 2/27/2006 | Recorder | 1,430.00 | 1,016.00 | 544.00 |
| 2/28/2006 | General Ledger | 1,430.00 | 1,016.00 | 544.00 |
| | Difference | - | - | - |
| 2/28/2006 | Recorder | 1,430.00 | 1,016.00 | 544.00 |
| 3/1/2006 | General Ledger | 1,430.00 | 1,016.00 | 544.00 |
| | Difference | - | - | - |
| Explanation of differences between the 02/07/06 Recorder and 02/08/06 General Ledger entries ****: 02/07/06 Receipts were deposited with Treasurer's office on 02/09/06. | | | | |

| PROJECT # | G/L DATE | JOURNAL | TRAN JRN | TYPE | SOURCE | DESCRIPTION | DEBIT AMOUNT | CREDIT AMOUNT | ACTUAL BALANCE |
|---------------------|-----------|-----------|----------|---------------|-----------------------|--------------------------|--------------|----------------------|----------------|
| G/L ACCOUNT NUMBER: | 0001 | 0122-0022 | | | | Due From Recording Chrgs | | FISCAL YEAR TO DATE: | |
| | 2/01/2006 | 600413 | RA | JE Rec FeeCH | Recording Fee Charges | 15.00 | | | 1,666.50 |
| | 2/03/2006 | 600441 | RA | JE Rec FeeCH | Recording Fee Charges | 5.00 | | | 1,681.50 |
| | 2/06/2006 | 600447 | RA | JE Rec FeeCH | Recording Fee Charges | 5.00 | | | 1,686.50 |
| | 2/09/2006 | 600542 | RA | JE Rec FeeCH | Recording Fee Charges | 21.00 | | | 1,691.50 |
| | 2/10/2006 | 600542 | RA | JE Rec FeeCH | Recording Fee Charges | 39.00 | | | 1,712.50 |
| | 2/10/2006 | 600555 | RA | JE Rec FeeCH | Recording Fee Charges | 5.00 | | | 1,751.50 |
| | 2/14/2006 | 600582 | RA | JE Record Rec | Recorder Receivable | | 234.00 | | 1,756.50 |
| | 2/17/2006 | 600654 | RA | JE Record Rec | Recorder Receivable | | 20.00 | | 1,522.50 |
| | 2/21/2006 | 600677 | RA | JE Record Rec | Recorder Receivable | | 176.00 | | 1,581.50 |
| | 2/22/2006 | 600721 | RA | JE Rec FeeCH | Recording Fee Charges | 48.00 | | | 1,561.50 |
| | 2/24/2006 | 600745 | RA | JE Rec FeeCH | Recording Fee Charges | 11.00 | | | 1,737.50 |
| | 2/27/2006 | 600755 | RA | JE Record Rec | Recorder Receivable | | 22.00 | | 1,715.50 |
| | 2/27/2006 | 600755 | RA | JE Copy Fee | Copy Fee Charges | 2.00 | | 382.50 | 1,763.50 |
| | 2/28/2006 | 600766 | RA | JE Rec FeeCH | Recording Fee Charges | 15.00 | | | 1,392.00 |
| | | | | | | 21.00 | | | 1,394.00 |
| | | | | | | | | | 1,409.00 |
| | | | | | | | | | 1,430.00 |
| | | | | | | 422.00 | | 658.50 | 1,430.00 |
| | | | | | | | | | 1,438.75 |
| | | | | | | 8.75 | | | 1,467.75 |
| | | | | | | 29.00 | | | 1,467.75 |
| | | | | | | | | | 1,467.75 |
| | | | | | | 37.75 | | .00 | 1,467.75 |
| | | | | | | | | | 1,467.75 |
| | | | | | | 459.75 | | 658.50 | 1,467.75 |
| | | | | | | | | | 1,467.75 |
| | | | | | | 459.75 | | 658.50 | 1,467.75 |
| | | | | | | | | | 1,467.75 |

MONTH TOTAL: FEBRUARY

MONTH TOTAL: MARCH

Base Acct#/Detl Acct# TOTAL: From Recrd

Fund TOTAL : GEN. FUND

F I N A N C I A L M A N A G E M E N T
ACCUMULATED TRANSACTION LISTING

McLean County
DATE 3/06/06
TIME 12:57:17

| PROJECT # | G/L DATE | JOURNAL | TRAN JRN TYPE | SOURCE | DESCRIPTION | DEBIT AMOUNT | CREDIT AMOUNT | ACTUAL BALANCE |
|---|-----------|---------|------------------|---------------|---------------------------|--------------|---------------|----------------|
| G/L ACCOUNT NUMBER: 0137 0122-0022 | | | | | | | | |
| | 2/01/2006 | 600413 | RA | JE Doc St Ch | Document Storage Charges | 9.00 | | 1,236.00 |
| | | 600413 | RA | JE GIS Doc Ch | GIS Document Storage Char | 3.00 | | 1,245.00 |
| | 2/03/2006 | 600441 | RA | JE Doc St Ch | Document Storage Charges | 3.00 | | 1,248.00 |
| | | 600441 | RA | JE GIS Doc Ch | GIS Document Storage Char | 1.00 | | 1,251.00 |
| | 2/06/2006 | 600447 | RA | JE Doc St Ch | Document Storage Charges | 3.00 | | 1,252.00 |
| | | 600447 | RA | JE GIS Doc Ch | GIS Document Storage Char | 1.00 | | 1,255.00 |
| | 2/09/2006 | 600542 | RA | JE Doc St Ch | Document Storage Charges | 12.00 | | 1,256.00 |
| | | 600542 | RA | JE GIS Doc Ch | GIS Document Storage Char | 4.00 | | 1,268.00 |
| | | 600542 | RA | JE Doc St Ch | Document Storage Charges | 15.00 | | 1,272.00 |
| | | 600542 | RA | JE GIS Doc Ch | GIS Document Storage Char | 5.00 | | 1,287.00 |
| | 2/10/2006 | 600555 | RA | JE Doc St Ch | Document Storage Charges | 3.00 | | 1,292.00 |
| | | 600555 | RA | JE GIS Doc Ch | GIS Document Storage Char | 3.00 | | 1,295.00 |
| | 2/14/2006 | 600582 | RA | JE Stg Rec | Storage Receivable | 1.00 | 176.00 | 1,296.00 |
| | | 600582 | RA | JE Doc St Ch | Document Storage Charges | 27.00 | | 1,120.00 |
| | | 600582 | RA | JE GIS Doc Ch | GIS Document Storage Char | 9.00 | | 1,147.00 |
| | 2/17/2006 | 600654 | RA | JE Stg Rec | Storage Receivable | 16.00 | | 1,156.00 |
| | | 600654 | RA | JE Doc St Ch | Document Storage Charges | 66.00 | | 1,140.00 |
| | | 600654 | RA | JE GIS Doc Ch | GIS Document Storage Char | 22.00 | | 1,206.00 |
| | 2/21/2006 | 600677 | RA | JE Stg Rec | Storage Receivable | 4.00 | | 1,228.00 |
| | | 600677 | RA | JE Doc St Ch | Document Storage Charges | 12.00 | | 1,224.00 |
| | | 600677 | RA | JE GIS Doc Ch | GIS Document Storage Char | 4.00 | | 1,236.00 |
| | 2/22/2006 | 600721 | RA | JE Doc St Ch | Document Storage Charges | 6.00 | | 1,240.00 |
| | | 600721 | RA | JE GIS Doc Ch | GIS Document Storage Char | 2.00 | | 1,246.00 |
| | 2/24/2006 | 600745 | RA | JE Stg Rec | Storage Receivable | 260.00 | | 988.00 |
| | 2/27/2006 | 600755 | RA | JE Doc St Ch | Document Storage Charges | 9.00 | | 997.00 |
| | | 600755 | RA | JE GIS Doc Ch | GIS Document Storage Char | 3.00 | | 1,000.00 |
| | 2/28/2006 | 600766 | RA | JE Doc St Ch | Document Storage Charges | 12.00 | | 1,012.00 |
| | | 600766 | RA | JE GIS Doc Ch | GIS Document Storage Char | 4.00 | | 1,016.00 |
| MONTH TOTAL: FEBRUARY | | | | | | | | |
| | | | | | | 236.00 | 456.00 | 1,016.00 |
| MONTH TOTAL: MARCH | | | | | | | | |
| | | | | | | 12.00 | .00 | 1,028.00 |
| Base Acct#/Detl Acct# TOTAL: From Recrd | | | | | | | | |
| | | | | | | 248.00 | 456.00 | 1,028.00 |
| Fund TOTAL : RECORD DOC | | | | | | | | |
| | | | | | | 248.00 | 456.00 | 1,028.00 |

| PROJECT # | G/L DATE JOURNAL | TRAN JRN TYPE TYPE SOURCE | DESCRIPTION | DEBIT AMOUNT | CREDIT AMOUNT | ACTUAL BALANCE |
|---|------------------|---------------------------|--------------------------|--------------|----------------------|----------------|
| G/L ACCOUNT NUMBER: | 0167 0122-0022 | | Due From Recording Chrgs | | FISCAL YEAR TO DATE: | |
| 2/01/2006 | 600413 | RA JE GIS Fd Ch | GIS Fund Charges | 6.00 | | 642.00 |
| 2/03/2006 | 600441 | RA JE GIS Fd Ch | GIS Fund Charges | 2.00 | | 648.00 |
| 2/06/2006 | 600447 | RA JE GIS Fd Ch | GIS Fund Charges | 2.00 | | 650.00 |
| 2/09/2006 | 600542 | RA JE GIS Fd Ch | GIS Fund Charges | 8.00 | | 652.00 |
| | | RA JE GIS Fd Ch | GIS Fund Charges | 16.00 | | 660.00 |
| 2/10/2006 | 600555 | RA JE GIS Fd Ch | GIS Fund Charges | 2.00 | | 676.00 |
| 2/14/2006 | 600582 | RA JE GIS Rec | GIS Receivable | | 88.00 | 678.00 |
| | | RA JE GIS Fd Ch | GIS Fund Charges | 24.00 | | 590.00 |
| | | RA JE GIS Rec | GIS Receivable | | 8.00 | 614.00 |
| 2/17/2006 | 600654 | RA JE GIS Fd Ch | GIS Fund Charges | 56.00 | | 606.00 |
| | | RA JE GIS Rec | GIS Receivable | | 2.00 | 662.00 |
| 2/21/2006 | 600677 | RA JE GIS Fd Ch | GIS Fund Charges | 20.00 | | 660.00 |
| | | RA JE GIS Rec | GIS Receivable | | 4.00 | 680.00 |
| 2/22/2006 | 600721 | RA JE GIS Fd Ch | GIS Fund Charges | | | 684.00 |
| 2/24/2006 | 600745 | RA JE GIS Rec | GIS Receivable | | 154.00 | 530.00 |
| 2/27/2006 | 600755 | RA JE GIS Fd Ch | GIS Fund Charges | 6.00 | | 536.00 |
| 2/28/2006 | 600766 | RA JE GIS Fd Ch | GIS Fund Charges | 8.00 | | 544.00 |
| MONTH TOTAL: FEBRUARY | | | | 154.00 | 252.00 | 544.00 |
| 3/02/2006 | 600832 | RA JE GIS Fd Ch | GIS Fund Charges | 6.00 | | 550.00 |
| MONTH TOTAL: MARCH | | | | 6.00 | .00 | 550.00 |
| Base Acct#/Detl Acct# TOTAL: From Recrd | | | | 160.00 | 252.00 | 550.00 |
| Fund TOTAL | | | | 160.00 | 252.00 | 550.00 |

| STATE STAMP INVENTORY AND RECEIPTS TO GENERAL LEDGER FOR FEBRUARY 2006 | | GENERAL LEDGER Acct# 0151-0126-0001 | |
|--|-------------|-------------------------------------|-------------|
| RECORDER | | | |
| Inventory as of 01/31/2006 | 67,371.15 | A | 77,888.65 |
| Inventory purchases for February 2006 | 67,184.00 | B | 66,620.00 |
| Less stamps damaged or issued in error for February 2006 | (496.00) | C | |
| Less inventory as of 02/28/2006 | (84,679.65) | D | (91,341.15) |
| Total Receipts for February 2006 | 49,379.50 | E=SUM(A:D) | |
| Plus 01/31/2006 receipts | 10,449.50 | F | L |
| Less 02/28/2006 receipts | (6,661.50) | G | |
| Total | 53,167.50 | H=SUM(E:G) | 53,167.50 |
| M=SUM(I:L) | | | |
| <p>B = Amount includes an IDOR credit of \$564.00</p> <p>C = Stamps were voided and will be or have been submitted to IDOR for credit</p> <p>F = Receipts for the last business day of previous month</p> <p>G = Receipts for the last business day of report month</p> <p>Adjustments are made by F & G because the Recorder's daily receipts are not turned into the General Ledger until the next business day. These adjustments must be made in order to balance to the General Ledger.</p> | | | |
| DON EVERHART | | | |
| CHIEF DEPUTY RECORDER | | | |

| PROJECT # | G/L DATE | JOURNAL | TRAN | TYPE | TYPE | SOURCE | DESCRIPTION | DEBIT AMOUNT | CREDIT AMOUNT | ACTUAL BALANCE |
|---------------------|-----------|-----------|------|------|------------|--------|---------------------------------------|--------------|---------------|----------------|
| G/L ACCOUNT NUMBER: | 0151 | 0126-0001 | | | | | Inventory | | | 77,888.65 |
| | 2/01/2006 | 600413 | RA | JE | State | Revs | State Rev Stamp Sales | | 10,449.50 | 67,439.15 |
| | 2/02/2006 | 600419 | RA | JE | State | Revs | State Rev Stamp Sales | | 3,744.50 | 63,694.65 |
| | 2/03/2006 | 600441 | RA | JE | State | Revs | State Rev Stamp Sales | | 4,504.50 | 59,190.15 |
| | 2/06/2006 | 600447 | RA | JE | State | Revs | State Rev Stamp Sales | | 1,165.50 | 58,024.65 |
| | 2/07/2006 | 600483 | RA | JE | State | Revs | State Rev Stamp Sales | | 3,049.50 | 54,975.15 |
| | 2/09/2006 | 600542 | RA | JE | State | Revs | State Rev Stamp Sales | | 2,366.50 | 52,608.65 |
| | | 600542 | RA | JE | State | Revs | State Rev Stamp Sales | | 2,345.00 | 50,263.65 |
| | 2/10/2006 | 600555 | RA | JE | State | Revs | State Rev Stamp Sales | | 2,986.50 | 47,277.15 |
| | 2/13/2006 | 600571 | RA | JE | State | Revs | State Rev Stamp Sales | | 338.00 | 46,939.15 |
| | 2/14/2006 | 600582 | RA | JE | State | Revs | State Rev Stamp Sales | | 4,250.00 | 42,689.15 |
| | 2/15/2006 | 600630 | RA | JE | State | Revs | State Rev Stamp Sales | | 1,102.00 | 41,587.15 |
| | 2/16/2006 | 600641 | RA | JE | State | Revs | State Rev Stamp Sales | | 2,826.50 | 38,760.65 |
| | 2/17/2006 | 600654 | RA | JE | State | Revs | State Rev Stamp Sales | | 1,471.50 | 37,289.15 |
| | 2/21/2006 | 600677 | RA | JE | State | Revs | State Rev Stamp Sales | | 1,723.50 | 35,565.65 |
| | 2/22/2006 | 600701 | AP | JE | AcctsPaybl | | ILLINOIS D RECORDER/REAL | 66,620.00 | | 102,185.65 |
| | | 600721 | RA | JE | State | Revs | State Rev Stamp Sales | | 1,795.50 | 100,390.15 |
| | 2/23/2006 | 600730 | RA | JE | State | Revs | State Rev Stamp Sales | | 1,768.50 | 98,621.65 |
| | 2/24/2006 | 600745 | RA | JE | State | Revs | State Rev Stamp Sales | | 2,658.50 | 95,963.15 |
| | 2/27/2006 | 600755 | RA | JE | State | Revs | State Rev Stamp Sales | | 1,368.50 | 94,594.65 |
| | 2/28/2006 | 600766 | RA | JE | State | Revs | State Rev Stamp Sales | | 3,253.50 | 91,341.15 |
| | | | | | | | | | | ----- |
| | | | | | | | MONTH TOTAL: FEBRUARY | 66,620.00 | 53,167.50 | 91,341.15 |
| | | | | | | | | | | ----- |
| | 3/01/2006 | 600810 | RA | JE | State | Revs | State Rev Stamp Sales | | 6,661.50 | 84,679.65 |
| | 3/02/2006 | 600832 | RA | JE | State | Revs | State Rev Stamp Sales | | 3,274.50 | 81,405.15 |
| | | | | | | | | | | ----- |
| | | | | | | | MONTH TOTAL: MARCH | .00 | 9,936.00 | 81,405.15 |
| | | | | | | | | | | ----- |
| | | | | | | | Base Acct#/Detl Acct# TOTAL: Supplies | 66,620.00 | 63,103.50 | 81,405.15 |
| | | | | | | | | | | ----- |
| Fund TOTAL | | | | | | | | 66,620.00 | 63,103.50 | 81,405.15 |
| | | | | | | | | | | ===== |

| Date | End-of-day (EOD) register balance | CREDIT to General Ledger | EOD register + / (-) | Stamp Purchases |
|------------------------|-----------------------------------|--------------------------|------------------------|------------------|
| 02/01/2006 | 63,490.65 | 3,744.50 | 136.00 | |
| 02/02/2006 | 58,986.15 | 4,504.50 | | |
| 02/03/2006 | 57,820.65 | 1,165.50 | | |
| 02/06/2006 | 54,771.15 | 3,049.50 | | |
| 02/07/2006 | 52,426.15 | 2,345.00 | | |
| 02/08/2006 | 50,059.65 | 2,366.50 | | |
| 02/09/2006 | 47,073.15 | 2,986.50 | | |
| 02/10/2006 | 46,735.15 | 338.00 | | |
| 02/13/2006 | 42,125.15 | 4,250.00 | 360.00 | |
| 02/14/2006 | 41,023.15 | 1,102.00 | | |
| 02/15/2006 | 38,196.65 | 2,826.50 | | |
| 02/16/2006 | 36,725.15 | 1,471.50 | | |
| 02/17/2006 | 35,001.65 | 1,723.50 | | |
| 02/21/2006 | 33,206.15 | 1,795.50 | | |
| 02/22/2006 | 31,437.65 | 1,768.50 | | |
| 02/23/2006 | 95,963.15 | 2,658.50 | | 67,184.00 |
| 02/24/2006 | 94,594.65 | 1,368.50 | | |
| 02/27/2006 | 91,341.15 | 3,253.50 | | |
| 02/28/2006 | 84,679.65 | 6,661.50 | | |
| February Total: | | 49,379.50 | 496.00 | 67,184.00 |

LN:
Stamp issued in error. Will be submitted to IDOR for credit.

don.everhart:
Stamp issued in error. Stamp voided & will be submitted to IDOR for credit.
File #: 2006-3547

don.everhart:
\$ 564.00 IDOR credit
(\$68 - 1/30, \$136 2/1, \$360 -2/13)
\$ 66,620.00 purchase

Day Average: 2,598.92

Don Everhart
Chief Deputy Recorder

| Date | End-of-day (EOD) register balance | CREDIT to General Ledger | EOD register +/- (-) | Stamp Purchases |
|-----------------------|-----------------------------------|--------------------------|----------------------|------------------|
| 01/03/2006 | 56,070.65 | 3,654.50 | | |
| 01/04/2006 | 49,769.65 | 6,301.00 | | |
| 01/05/2006 | 46,274.15 | 3,495.50 | | |
| 01/06/2006 | 44,903.15 | 1,371.00 | | |
| 01/09/2006 | 38,454.15 | 6,449.00 | | |
| 01/10/2006 | 37,731.15 | 723.00 | | |
| 01/11/2006 | 32,870.15 | 4,331.50 | 529.50 | |
| 01/12/2006 | 30,844.65 | 2,025.50 | | |
| 01/13/2006 | 28,565.15 | 2,279.50 | | |
| 01/17/2006 | 27,468.65 | 1,096.50 | | |
| 01/18/2006 | 26,281.65 | 1,187.00 | | |
| 01/19/2006 | 22,641.65 | 3,640.00 | | |
| 01/20/2006 | 91,536.15 | 3,401.50 | | 72,296.00 |
| 01/23/2006 | 89,921.15 | 1,615.00 | | |
| 01/24/2006 | 88,732.65 | 1,188.50 | | |
| 01/25/2006 | 86,175.15 | 2,557.50 | | |
| 01/26/2006 | 85,751.65 | 423.50 | | |
| 01/27/2006 | 81,212.65 | 4,539.00 | | |
| 01/30/2006 | 77,820.65 | 3,324.00 | 68.00 | |
| 01/31/2006 | 67,371.15 | 10,449.50 | | |
| January Total: | | 64,052.50 | 597.50 | 72,296.00 |
| | | 3,202.63 | | |

don.everhart:
 Stamps issued in error. Stamps voided & will be submitted to IDOR for credit.
 File #: 2005-33638 - \$ 36.00
 File #: 2005-33639 - \$258.50
 File #: 2006-00868 - \$235.00

don.everhart:
 \$ 2,179.50 IDOR credit
 (\$1650 - 12/22/05, \$529.50 - 1/11/06)
 \$ 70,166.50 purchase

don.everhart:
 Stamp issued in error. Stamp voided & will be submitted to IDOR for credit.

Day Average:

Don Everhart
Chief Deputy Recorder

| DATE | (A) ASCENDING REGISTER | | | | (B) DESCENDING REGISTER | | | | (C) TOTAL OF COLUMNS (A) AND (B) |
|------|------------------------|-------|------|------|-------------------------|------|-----------|--|----------------------------------|
| 1/34 | 5384 | 2635 | 560 | 7065 | 560 | 7065 | | | |
| 1/4 | 544 | 2735 | 497 | 6965 | 497 | 6965 | | | |
| 1/5 | 548 | 2285 | 462 | 7415 | 462 | 7415 | | | |
| 1/6 | 549 | 59385 | 4490 | 315 | 4490 | 315 | | | |
| 1/9 | 5560 | 4285 | 3845 | 415 | 3845 | 415 | | | |
| 1/10 | 556 | 76585 | 3773 | 115 | 3773 | 115 | | | |
| 1/11 | 561 | 62685 | 3287 | 015 | 3287 | 015 | | | |
| 1/12 | 563 | 65235 | 3084 | 465 | 3084 | 465 | | | |
| 1/13 | 565 | 93185 | 2856 | 515 | 2856 | 515 | | | |
| 1/14 | 567 | 02835 | 2746 | 865 | 2746 | 865 | | | |
| 1/14 | 568 | 21535 | 2628 | 165 | 2628 | 165 | | | |
| 1/19 | 5718 | 5535 | 2264 | 165 | 2264 | 165 | | | |
| 1/20 | 45740 | 6835 | 9272 | 465 | 9272 | 465 | 466679300 | | |
| 1/20 | 575 | 25685 | 915 | 3615 | 915 | 3615 | | | |
| 1/23 | 5768 | 7185 | 899 | 2115 | 899 | 2115 | | | |
| 1/24 | 578 | 06035 | 887 | 3265 | 887 | 3265 | | | |
| 1/25 | 580 | 61785 | 861 | 7515 | 861 | 7515 | | | |
| 1/26 | 581 | 04135 | 857 | 5165 | 857 | 5165 | | | |
| 1/27 | 585 | 58035 | 842 | 2665 | 842 | 2665 | | | |
| 1/30 | 588 | 7235 | 778 | 2065 | 778 | 2065 | | | |
| 1/31 | 599 | 92185 | 673 | 7115 | 673 | 7115 | | | |

| DATE | (A) ASCENDING REGISTER | | | | (B) DESCENDING REGISTER | | | | (C) TOTAL OF COLUMNS (A) AND (B) |
|------|------------------------|-------|-----|-------|-------------------------|-------|----------|--|----------------------------------|
| 2/1 | 603 | 30235 | 63 | 49065 | 63 | 49065 | | | |
| 2/2 | 607 | 80685 | 89 | 98615 | 89 | 98615 | | | |
| 2/3 | 608 | 97235 | 578 | 2065 | 578 | 2065 | | | |
| 2/6 | 612 | 02185 | 547 | 7115 | 547 | 7115 | | | |
| 2/7 | 614 | 36685 | 524 | 2615 | 524 | 2615 | | | |
| 2/8 | 616 | 73335 | 500 | 5965 | 500 | 5965 | | | |
| 2/9 | 619 | 71985 | 470 | 7315 | 470 | 7315 | | | |
| 2/10 | 620 | 05785 | 467 | 3575 | 467 | 3575 | | | |
| 2/13 | 624 | 66785 | 421 | 2515 | 421 | 2515 | | | |
| 2/14 | 625 | 76985 | 410 | 2315 | 410 | 2315 | | | |
| 2/15 | 628 | 59635 | 381 | 9665 | 381 | 9665 | | | |
| 2/16 | 630 | 06785 | 367 | 2515 | 367 | 2515 | | | |
| 2/17 | 631 | 79135 | 350 | 0165 | 350 | 0165 | | | |
| 2/21 | 633 | 58685 | 332 | 0615 | 332 | 0615 | | | |
| 2/22 | 635 | 35535 | 314 | 3765 | 314 | 3765 | | | |
| 2/23 | 636 | 29869 | 734 | 7154 | 734 | 7154 | 73397700 | | |
| 2/23 | 638 | 01385 | 596 | 315 | 596 | 315 | | | |
| 2/24 | 639 | 38235 | 594 | 5965 | 594 | 5965 | | | |
| 2/27 | 642 | 63585 | 913 | 4115 | 913 | 4115 | | | |
| 2/28 | 649 | 29735 | 846 | 7965 | 846 | 7965 | | | |

APPROPRIATION TRANSFER ORDINANCE
AMENDING THE McLEAN COUNTY FISCAL YEAR 2006
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, the following transfer of appropriated monies has been reviewed and approved by the appropriate Committee; and,

WHEREAS, such transfer of funds does not affect the total amount appropriated in any fund; and,

WHEREAS, it is deemed desirable that the following transfer of funds be hereby authorized and approved, now, therefore,

BE IT ORDAINED by the County Board of McLean County, now meeting in regular session, as follows:

- (1) That the following transfer of funds be made and authorized:

From:

| | | |
|---------------------------|----------------|-------------|
| General Fund | | |
| Unencumbered Fund Balance | 0001 0301 0001 | \$ 2,500.00 |

To:

| | | |
|--------------------------|----------------|-------------|
| Payroll Fund | | |
| Checking Account Balance | 0604 0001 0001 | \$ 2,500.00 |

- (2) That the County Clerk provide a certified copy of this Ordinance to the County Auditor and the County Treasurer.

ADOPTED by the McLean County Board this 18th day of April, 2006.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk
McLean County Board
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

E:\john\cobd\trans_treas_payroll04_06.ord

TERM SHEET

CDAP LOAN APPLICATION REQUEST

Applicant: GridIron Brew Works, LLC
Shoppes at College Hills
Normal, Illinois 61761
Matthew Potts, General Partner of Brewpub Holdings, LLLP

Financing Requested: CDAP Loan through McLean County

Type of Business: Micro-Brewery and Restaurant

Location of Business: Shoppes at College Hills
301 South Veterans Parkway
Normal, Illinois 61761

Principal Amount of Loan: \$225,000.00

Term of Loan: 10 Years

Interest Rate: 5.0% fixed

Security for the Loan: UCC 1 – Third Position on Land and Building; second position on Inventories, A/R, FF&E

Amortization Schedule: Level Debt Service over Term of Loan
Monthly Payment due on the first day of the month beginning 30 days after the closing date of the Loan

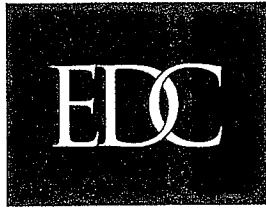
Number of New Jobs Created and/or Jobs Retained: 30* permanent FTE jobs to be created within 12 months
(* The RLF Loan Request is based only on 15 FTE jobs created)

37 permanent FTE jobs to be created within 24 months

Loan Application Review Completed by: Mr. Marty Vanags, CEO, Economic Development Council of the Bloomington-Normal Area and McLean County

Mr. Doug Roesch, Vice President
Busy Bank

Mr. Richard Stroyan, President
First State Bank



ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA

Investing in McLean County

To: John Zeunik, County Administrator

From: Marty Vanags, CEO
Economic Development Council of the Bloomington Normal Area
and McLean County

Date: March 24, 2006

Re: Application for Funding from the RLF

Introduction

Enclosed please find a request for funding from the McLean County Revolving Loan Fund for \$225,000. Enclosed you will find the following required items:

1. A letter from Douglas Roesch, Vice President of Busey Bank in Bloomington indicating the need for the loan, and their commitment to the project.
2. A "third-party" letter from Rich Stroyan, President, First State Bank of Mendota
3. A completed application from the applicant.
4. A business plan and background information from the applicant.

Proposal

The applicant, Mr. Matthew C. Potts, General Partner, Brewpub Holdings, LLLP (d.b.a. GridIron Brew Works) has asked the County for \$225,000 from the Revolving Loan fund for the creation of Brewpub and Restaurant in Normal at the Shoppes of College Hills complex. The facility will be located north of the Hotel currently under construction. The restaurant will be a high quality facility with craft beers brewed on premise and high quality Creole/Cajun food being prepared for patrons. The applicant has experience in restaurant management, and is a certified brew master. He is also an attorney and currently practices law in the Bloomington Normal area.

The applicant meets the mission of the loan program. The mission of the loan fund is to:

- Assist short term economic development by creating and retaining jobs.
- Encourage involvement of area financial institutions.

3201 CIRA DRIVE - SUITE 201 - BLOOMINGTON, IL 61704

PHONE (309) 661-6332 - FAX (309) 661-0743

WWW.BNBIZ.ORG

- Assist long term economic development by increasing the tax base and helping to expand the economy.
- Insure financial security of the Fund through appropriate use.

In addition, the applicant meets the key criteria of the loan program in that he is creating 15 full-time equivalent jobs for every \$15,000 being loaned or requested. He is actually creating additional jobs (an additional 17 FTE jobs). The loan meets the criteria of benefiting 51% of low to moderate income positions. All of the positions except, the owners and some of the managers will meet this criterion. Financial need is exhibited through the "fill the gap" criteria of the project as evidenced by the letter from the primary bank lender.

Summary

The "third-party" letter is positive and supports the analysis of the Bank cooperating on the loan. Approval of the loan is critical for the applicant in that he must also secure SBA 504 loan approval and attract additional investors. The applicant believes the approval of this loan from the County RLF along with the already secured bank commitment and SBA 504 loan will make it easy to attract additional investors to this project.

Recommendation

The applicant has all the tools necessary to succeed with this project. The location is one of the most attractive retail locations currently in the marketplace. In addition, the applicant is well versed in restaurant and brewery operations, has a key understanding of the critical requirement of quality product necessary for these types of projects to succeed and the support of the primary lender in this project.

I would recommend approval of this loan for these reasons. The project will be a great addition to the business landscape of the community, provide some jobs, and generate sales tax revenue for local government.

In addition, recognizing the need for fiduciary responsibility on the part of the County balanced by the need for keeping the loan fund attractive through lower rates, I would recommend and request the County provide the loan at a rate of 5%. This rate is lower than the market rate a bank would give their very best customers and above the rate currently received by the County for the fund.

Please call me should you have any questions regarding this project.



March 28, 2006

Economic Development Council
3201 CIRA Drive
Suite 201
Bloomington, IL 61704

Re: Gridiron Brew Works, LLC
Matthew C Potts and Linda B Potts Guarantor
Brewpub Holdings LLLP Guarantor

Dear Mr. Vangas,

The above mentioned has made application for the construction and permanent term financing for the business to be located at 318 S Towanda Normal IL. The proposed construction loan and permanent term loan has been approved contingent upon the following:

1. Gridiron Brew Works to get \$1 million in equity from outside investors.
2. Approval from the SBA for the SBA 504 program.
3. Approval from the county board for funds to be used from the McLean County Revolving Loan Fund.

It is the Bank's opinion that this structure will allow this proposal the best opportunity for success. The above mentioned principals are experienced and have diligently prepared their business plan.

Thank you in advance for your consideration. If you have questions contact Rob Fazzini or myself.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas E Roesch".

Douglas E Roesch
Senior Vice President



March 28, 2006

To: John Zeunik, County Administrator
From: Richard Stroyan, Community President
First State Bank, Bloomington, Illinois

Re: Brewpub Holdings, LLLP (d.b.a. Grid Iron Brew Works)

I have received and reviewed the application for funding from the McLean County Revolving Loan Fund and the Business Plan for Grid Iron Brew Works. The business plan is well done and complete. Based upon the information provided to me, I find no reason for Busey Bank not to finance the project.

Sincerely,

A handwritten signature in cursive script that reads "Richard Stroyan".

Richard Stroyan

Economic Development Loan Application For Revolving Loan Fund

A. Legal Name & Address of Applicant:

Name: GRIDIRON BREW WORKS, LLC

Address: c/o Brewpub Holdings, LLLP

1298 North Pointe Drive

Normal, Illinois 61761

Contact Person: Matthew C. Potts Title: General Partner of Brewpub Holdings, LLLP

Phone: (309) 242-7879 Fax: (309) 662-8821

Location of Proposed Business:

Outlot/Pad D at the Shoppes at College Hills

318 S. Towanda Avenue, Normal, Illinois 61761

B. Type of Business: Restaurant and Microbrewery (Brewpub)

C. SIC Code / Category: 5812 (Full Service Restaurant)

D. Employer Identification Number: To be applied for GridIron Brew Works, LLC

Brewpub Holdings, LLLP is #20-3359715

E. Is the applicant wholly or partly owned by any other business? Yes

F. If you answered "YES" to the above, please provide the name(s) of the other company(s) and the percentage of ownership:

Brewpub Holdings, LLLP, which is a company wholly owned by Matthew and Linda Potts, will be a 68.75% owner and Managing Member of GridIron Brew Works, LLC. The remaining 31.25% will be owned by several private investor members to be determined.

G. Credit References (Please list business references, including name, address, phone & account number):

Miller Dredge Insurance (Terry Welty), 117 E. Main St., Galesburg, IL 61401 (309) 343-1168

Brewers Supply Group, 800 West First Avenue, Shakopee, MN 55379 (800) 374-2739

H&H Industries, Inc. 110 W. Main St., Elmwood, IL 61529-0735 (800) 637-3843

White Labs, Inc., 7564 Trade Secret, San Diego, CA 92121 (888) 593-2785

W.B. Bottle Supply, Inc. 3400 S. Clement Ave, Milwaukee, WI 53268(800)738-3931 Acct #JN8058

PepsiAmericas, Inc., 75 Remittance Dr., Ste 1884, Chicago, IL 60675 (800) 926-7242 Acct #6496780

Aramark, PO Box 878, East Moline, IL 61244 (800) 397-3449 Acct #2259901

H. Checking & Savings Account (Please list names of financial institutions & account numbers):

Busey Bank, 301 Fairway Dr. PO Box 429, Bloomington, IL 61702 (309) 663-6345 Acct #6363506165

Bank of Yates City, 107 E. Main St., Yates City, IL 61572 (309) 358-1415 Acct #908-843, 5183-9

Farmers State Bank, 104 E. Main, PO Box 620, Elmwood, IL 61529(309) 742-3711 Acct#275-276, 367414

I. Please fill out the following regarding other primary individuals responsible for the management of the business:

| | | | | | |
|--------------------------------------|------------------------------------|--|--|--|--|
| Name | <u>Same as Parts A & F</u> | | | | |
| Position | <u>Same as Parts A & F</u> | | | | |
| % Ownership | <u>Same as Parts A & F</u> | | | | |
| Date Started With the Business | N/A | | | | |

L. Job Creation & Retention:

30 * Number of permanent FTE jobs to be created within 12 months of loan

37 Number of permanent FTE jobs to be created within 24 months of loan

N/A Number of permanent FTE jobs to be retained as a result of the project

(*Note: The RLF Loan Request is based only on 15 FTE jobs created.)

Total Number & Type of Jobs to be Created:

1. 1 Executive Chef and 2 Assistant Chefs
2. 1 Restaurant Manager and 1-2 Assistant Manager(s)
3. 1 Brewmaster and 1 Assistant Brewer
4. 1 Bar Manager
5. 3 Service Managers/Hosts
6. 18-19 Cooks, Servers, Dishwashers and Bartenders

Average Rate of Compensation (*in correlation with jobs created above*):

1. \$12-23/hour
2. \$12-20/hour
3. \$10-15/hour
4. \$10/hour
5. \$9-10/hour
6. Minimum wage-\$8/hour

Please provide all information on all installment debts, contracts, notes and mortgages payable. (Present balance should agree with latest balance sheet submitted.)

None Currently. Proposed to be as follows:

| | To Whom Payable | Original Amount | Original Date | Present Balance | Interest Rate | Maturity Date | Monthly Payment |
|----|-------------------------------|-----------------|--------------------------------|-----------------|--|---------------------------------|-----------------|
| A. | Busey Bank | \$860,000 | After 1 year construction loan | \$0 | TBD (1% over prime) | 5 years w/ 20-year amortization | TBD |
| B. | SBA | \$759,500 | After 1 year construction loan | \$0 | TBD (1.25-1.5% fixed over 504 Debenture Rates) | 20 Years | TBD |
| C. | McLean Co Revolving Loan Fund | \$225,000 | After 1 year construction loan | \$0 | TBD | TBD | TBD |

Security offered for each debt contract/note/mortgage:

A. Busey Bank: 1st position on Land & Building, Inventories, A/R, FF&E

B. SBA: 2nd position on Land & Building

C. McLean Co RLF: 3rd position on Land&Building/2nd position on Inventories, A/R, FF&E

M. Description of Collateral: List present market value of collateral and what will be offered to secure requested loan.

| | | <u>Present/Proposed Market Value</u> |
|----|--|---|
| A. | Land & Building: 318 S. Towanda Avenue, Normal, IL (Outlot D at the Shoppes at College Hills) | \$2,380,000 (per land appraisal of \$880,000 + \$1.5M construction cost) |
| B. | Inventory | \$20,000 |
| C. | Accounts Receivable | TBD |
| D. | Machinery, Equipment, Furniture & Fixtures | \$300,000 |
| E. | Other | TBD |
| F. | Other: | |
| G. | Other: | |
| H. | Other: | |
| | Total Collateral: | \$2,700,000 |

N. Summary of Total Project Costs:

| | | |
|--------------------------------|---------------------|-------------|
| Land Acquisition | \$ 570,000 | 20% |
| Building Acquisition | \$ n/a | 0% |
| Building Renovations | \$ n/a | 0% |
| New Construction | \$ 1,500,000 | 53% |
| New Machinery / Equipment | \$ 150,000 | 5% |
| Used Machinery / Equipment | \$ 150,000 | 5% |
| Inventory | \$ 20,000 | 1% |
| Working Capital | \$ 85,000 | 3% |
| Other(startup/contingencies) | \$ 369,500 | 13% |
| TOTAL PROJECT COSTS | \$ 2,844,500 | 100% |

Please attach descriptions of equipment, buildings, land, etc... and time sequence for utilization of revolving loan funds.

O. Source of Funds:

| | Amount | Term | Rate | Status |
|-----------------------------------|--------------------|-------------------------|---|---|
| Private Financing | | | | |
| Busey Bank | \$860,000 | 5 years (20yr amort) | TBD Prime + 1% | Approved pending \$1,000,000 in investor money, SBA-504 approval & MCRLF approval |
| Equity* | \$1,000,000 | n/a | n/a | Pending |
| Public Financing | | | | |
| SBA | \$759,500 | 20 years | TBD (Fixed at 1.25-1.5% over 504 Debenture Rates | Pending |
| McLean Co. Revolving Loan Fund | \$225,000 | TBD | TBD | Pending |
| TOTAL | \$2,844,500 | | | |

*cash invested by owner. (If borrowed, state source and terms of loan on an attachment.-n/a)

P. Justification for Public Financing: Please provide a justification for the need for public financing. Preferably, this would include a letter from the participating conventional lender stating the reason(s) why it will not provide additional funds for the project.

A non-chain, locally-owned restaurant and microbrewery project of this size and quality, with this level of investment and at this prime location at the new Shoppes at College Hills could not happen but for the help from public financing. The interest savings from securing a low interest loan from the revolving loan fund will allow us to offset some of our other extra costs that national chain restaurants do not have due to their economies of scale and better purchasing power. The public will benefit greatly in the form of increased sales tax revenues, better diversity in the types of eating establishments and increased spending by local consumers, tourists and business people from the addition of this type of destination business in the county. Since this business will be locally-owned, the dollars earned by the business will stay in the community. Please also refer to the letter from our participating conventional lender, Busey Bank, included with this application.

Q. Economic Feasibility & Marketing Information: State why this project will be successful. Document the need for your product/service and new markets gained by the product/service. Detailed marketing plan may be attached.

Please refer to the Business Plan for GridIron Brew Works included with this application.

All information in this application and the attached narratives are true and complete to the best of my/our knowledge. I/we agree to pay for or reimburse the County/City for the cost of any surveys, title, mortgage examinations, appraisals, etc. . .

I/we the undersigned, authorize the County/City and Revolving Loan Fund application evaluator to obtain verification of any information contained in the application from any source named herein.

If Applicant is a Corporation:

President: n/a _____

Corporation Secretary: n/a _____

Applicant's Signature: _____

Printed Name of Applicant: Matthew C. Potts
for GridIron Brew Works, LLC and Brewpub Holdings, LLLP

NOTE:

A financial professional will be asked to review this application. In addition, he/she will evaluate business and personal financial information as it pertains to this project. A minimum of three years of operational history should be considered. Professional audits and other related information required to evaluate a candidate for the Revolving Loan Fund will be requested by the evaluator. Complete confidentiality of the applicant's information cannot be assured.

Economic Development Council of the Bloomington – Normal Area
Contact Information:

Marty Vanags, Executive Director
3201 CIRA Dr., Suite 201
Bloomington, IL 61704
Phone: (309) 661-6332
Fax: (309) 661-0743
E-Mail: mvanags@bnareaedc.org

Additional narrative pages following for your use.

Economic Development Loan Application For Revolving Loan Fund

A. Legal Name & Address of Applicant:

Name: GRIDIRON BREW WORKS, LLC

Address: c/o Brewpub Holdings, LLLP

1298 North Pointe Drive

Normal, Illinois 61761

Contact Person: Matthew C. Potts Title: General Partner of Brewpub Holdings, LLLP

Phone: (309) 242-7879 Fax: (309) 662-8821

Location of Proposed Business:

Outlot/Pad D at the Shoppes at College Hills

318 S. Towanda Avenue, Normal, Illinois 61761

B. Type of Business: Restaurant and Microbrewery (Brewpub)

C. SIC Code / Category: 5812 (Full Service Restaurant)

D. Employer Identification Number:

To be applied for GridIron Brew Works, LLC

Brewpub Holdings, LLLP is #20-3359715

E. Is the applicant wholly or partly owned by any other business? Yes

F. If you answered "YES" to the above, please provide the name(s) of the other company(s) and the percentage of ownership:

Brewpub Holdings, LLLP, which is a company wholly owned by Matthew and Linda Potts, will be a 68.75% owner and Managing Member of GridIron Brew Works, LLC. The remaining 31.25% will be owned by several private investor members to be determined.

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I. Please fill out the following regarding other primary individuals responsible for the management of the business:

| | | | | | |
|--------------------------------|--|--|--|--|--|
| Name | <u>Same as</u> <u>Parts A & F</u> | | | | |
| Position | <u>Same as</u> <u>Parts A & F</u> | | | | |
| % Ownership | <u>Same as</u> <u>Parts A & F</u> | | | | |
| Date Started With the Business | N/A | | | | |

J. Business History & Background: Please list information pertinent to the history and background of the business. Include: date(s) of major change(s) in business, employee and sales growth, dates new products and/or service lines were established and other major influences on the products produced or services provided. Please include company product/service brochures or any applicable information, if available.

Please refer to the Business Plan for GridIron Brew Works included with this application.

L. Job Creation & Retention:

- 30 * Number of permanent FTE jobs to be created within 12 months of loan
- 37 Number of permanent FTE jobs to be created within 24 months of loan
- N/A Number of permanent FTE jobs to be retained as a result of the project

(*Note: The RLF Loan Request is based only on 15 FTE jobs created.)

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Please provide all information on all installment debts, contracts, notes and mortgages payable. (Present balance should agree with latest balance sheet submitted.)

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| B. | SBA | \$759,500 | After 1 year construction loan | \$0 | TBD (1.25-1.5% fixed over 504 Debenture Rates) | 20 Years | TBD |
| C. | McLean Co Revolving Loan Fund | \$225,000 | After 1 year construction loan | \$0 | TBD | TBD | TBD |

Security offered for each debt contract/note/mortgage:

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B. SBA: 2nd position on Land & Building

C. McLean Co RLF: 3rd position on Land&Building/2nd position on Inventories, A/R, FF&E

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| C. | Accounts Receivable | TBD |
| D. | Machinery, Equipment, Furniture & Fixtures | \$300,000 |
| E. | Other | TBD |
| F. | Other: | |
| G. | Other: | |
| H. | Other: | |
| | Total Collateral: | \$2,700,000 |

N. Summary of Total Project Costs:

| | | |
|--------------------------------|----------------------------|--------------------|
| Land Acquisition | \$ 570,000 | 20% |
| Building Acquisition | \$ n/a | 0% |
| Building Renovations | \$ n/a | 0% |
| New Construction | \$ 1,500,000 | 53% |
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| Used Machinery / Equipment | \$ 150,000 | 5% |
| Inventory | \$ 20,000 | 1% |
| Working Capital | \$ 85,000 | 3% |
| Other(startup/contingencies) | <u>\$ 369,500</u> | <u>13%</u> |
| TOTAL PROJECT COSTS | <u>\$ 2,844,500</u> | <u>100%</u> |

Please attach descriptions of equipment, buildings, land, etc... and time sequence for utilization of revolving loan funds.

O. Source of Funds:

| | Amount | Term | Rate | Status |
|-----------------------------------|--------------------|-------------------------|---|---|
| Private Financing | | | | |
| Busey Bank | \$860,000 | 5 years (20yr amort) | TBD Prime + 1% | Approved pending \$1,000,000 in investor money, SBA-504 approval & MCRLF approval |
| Equity* | \$1,000,000 | n/a | n/a | Pending |
| Public Financing | | | | |
| SBA | \$759,500 | 20 years | TBD (Fixed at 1.25-1.5% over 504 Debenture Rates | Pending |
| McLean Co. Revolving Loan Fund | \$225,000 | TBD | TBD | Pending |
| TOTAL | \$2,844,500 | | | |

*cash invested by owner. (If borrowed, state source and terms of loan on an attachment.-n/a)

P. Justification for Public Financing: Please provide a justification for the need for public financing. Preferably, this would include a letter from the participating conventional lender stating the reason(s) why it will not provide additional funds for the project.

A non-chain, locally-owned restaurant and microbrewery project of this size and quality, with this level of investment and at this prime location at the new Shoppes at College Hills could not happen but for the help from public financing. The interest savings from securing a low interest loan from the revolving loan fund will allow us to offset some of our other extra costs that national chain restaurants do not have due to their economies of scale and better purchasing power. The public will benefit greatly in the form of increased sales tax revenues, better diversity in the types of eating establishments and increased spending by local consumers, tourists and business people from the addition of this type of destination business in the county. Since this business will be locally-owned, the dollars earned by the business will stay in the community. Please also refer to the letter from our participating conventional lender, Busey Bank, included with this application.

Q. Economic Feasibility & Marketing Information: State why this project will be successful. Document the need for your product/service and new markets gained by the product/service. Detailed marketing plan may be attached.

Please refer to the Business Plan for GridIron Brew Works included with this application.

All information in this application and the attached narratives are true and complete to the best of my/our knowledge. I/we agree to pay for or reimburse the County/City for the cost of any surveys, title, mortgage examinations, appraisals, etc...

I/we the undersigned, authorize the County/City and Revolving Loan Fund application evaluator to obtain verification of any information contained in the application from any source named herein.

If Applicant is a Corporation:

President: n/a _____

Corporation Secretary: n/a _____

Applicant's Signature: _____

Printed Name of Applicant: Matthew C. Potts
for GridIron Brew Works, LLC and Brewpub Holdings, LLLP

NOTE:

A financial professional will be asked to review this application. In addition, he/she will evaluate business and personal financial information as it pertains to this project. A minimum of three years of operational history should be considered. Professional audits and other related information required to evaluate a candidate for the Revolving Loan Fund will be requested by the evaluator. Complete confidentiality of the applicant's information cannot be assured.

Economic Development Council of the Bloomington – Normal Area
Contact Information:

Marty Vanags, Executive Director
3201 CIRA Dr., Suite 201
Bloomington, IL 61704
Phone: (309) 661-6332
Fax: (309) 661-0743
E-Mail: mvanags@bnareaedc.org

Additional narrative pages following for your use.

**BUSINESS PLAN
FOR
GRIDIRON
BREW WORKS™**

**AT
THE SHOPPES AT COLLEGE HILLS
NORMAL, ILLINOIS**

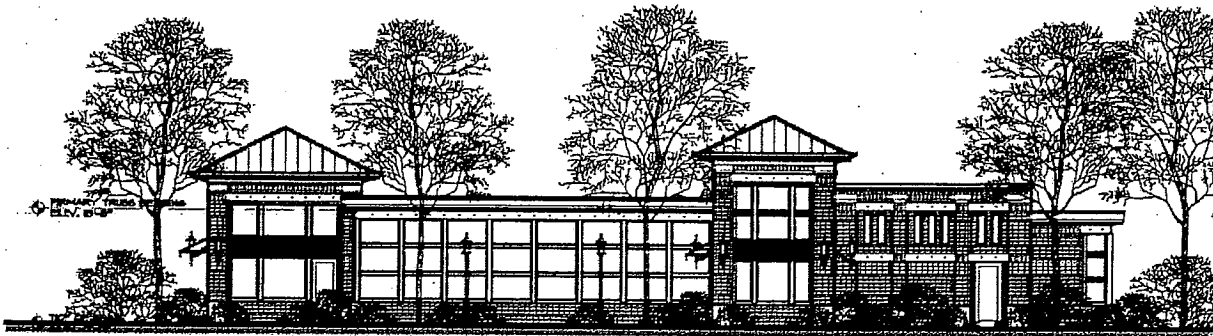
Plan prepared January, 2006

by

**Matthew C. Potts, General Partner
BREW PUB HOLDINGS, LLLP**

1298 North Pointe Drive
Normal, Illinois 61761
(309) 454-7585
cell (309) 242-7879

(Private and Confidential)



I. PREAMBLE

A. Confidentiality Statement

The information, data and drawings embodied in this business plan are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of its author, Matthew C. Potts.

B. Memorandum of Risk

The following business plan represents the best current estimate of the future potential of the business. It must be recognized that no business is free of major risks and few business plans are free of errors of omission or commission. Therefore, investors should be aware that this business has inherent risks that must be fully evaluated, discussed with management and experts fully capable of interpreting the information prior to any investment. Investors should also review the Private Placement Memorandum attached as Exhibit 1.

C. Executive Summary

Proposed Company Name: **GRIDIRON BREW WORKS, LLC**
to be formed as an Illinois Limited Liability Company

Proposed Nature of Business: Brewpub and Restaurant

Proposed Business Location: Pad/Outlot "D" at the Shoppes at College Hills
318 South Towanda Avenue, Normal, Illinois 61761

Lead Organizer: Matthew C. Potts, General Partner
BREW PUB HOLDINGS, LLLP
an Illinois Limited Liability Limited Partnership

Organizer's Contact Info: 1298 North Pointe Drive, Normal, Illinois 61761
Phone: (309) 242-7879

D. Curriculum Vitae

The founders of GridIron Brew Works, Matt and Lyn Potts, both practicing attorneys, are also the founders and co-owners of Elmwood Brewing Company ("EBC"), an existing microbrewery and restaurant located in the small rural town of Elmwood, Illinois, approximately 70 miles west of Bloomington-Normal. EBC opened in 2001, with Matt serving as its President and Brewmaster since that time. In 2003, EBC became one of the only breweries south of Chicago producing and bottling craft beers for wholesale distribution. Since beginning distribution of its beers just three years ago, EBC has brewed over 32,000 gallons of beer and established over 100 retail accounts throughout Central Illinois. In October 2004, the beers of EBC were featured in the nationwide Beer of the Month Club. In September 2005, EBC began distributing its beers in the State of Iowa. EBC has been well received and critically praised, and Matt's beers have won People's Choice Awards at Microfests in St. Louis and in the Quad Cities. Elmwood Brewing Company, however, is not involved in this GridIron Brew Works project. For Matt's related and other experience as well as his references, please see his personal resume and reference letters attached hereto as Exhibits 19 and 20.

II. MISSION STATEMENT

GridIron Brew Works will be dedicated to the art of brewing a wide selection of high quality, full-flavored handcrafted beers and pairing those beers with only the freshest and most flavorful and unique Creole/Cajun-style dishes and brick oven fired pizzas available in the area, all served in a casual, fun, exciting and soulful atmosphere in a locally-based restaurant, while observing only the highest standards of customer service.

III. BUSINESS DESCRIPTION

A. The Company

On September 16, 2005, Matt and Lyn Potts, by and through their wholly-owned holding company, Brewpub Holdings, LLLP, signed an agreement (attached as Exhibit 11) with the Shoppes at College Hills, L.L.C. to purchase "Pad/Outlot D", which is a 1.189-acre outlot located at the corner of the Towanda Avenue-Von Maur Drive entrance at the Shoppes. The agreement was executed in order to develop, construct and open a new brewpub and restaurant called "Gridiron Brew Works" at the recently opened Shoppes at College Hills in Normal, Illinois. It is intended that Gridiron Brew Works, LLC (also referred to herein as either "GridIron Brew Works" or "GridIron") will be formed as an Illinois Limited Liability Company for the purpose of ultimately owning the outlot and the brewpub and restaurant business.

B. The Product

GridIron Brew Works will handcraft several styles of quality ales, lagers, sodas and root beers to please every palette, including both year-around flagship beers and many rotating and seasonal beers. The GridIron will then celebrate the perfect marriage of beer and food by featuring the tasty brews as an ingredient in many food dishes and by suggesting food and beer pairings in the menu. The restaurant will serve brick-oven fired gourmet pizzas and Cajun/Creole-style dishes designed by an Executive Chef to compliment our beers, consisting of seafood dishes, jambalaya, steaks, pork and sausage dishes, pastas, unique sandwiches and salads, soups, gumbo and chowders, irresistible appetizers, soft pretzels, fresh-baked breads and tempting desserts. The food will be well-seasoned, full-flavored and served with flair and presentation. The restaurant will be open seven days a week for lunch and dinner, although a brunch will be served from 10:00 a.m.-2:00 p.m. on Sundays. The Sunday brunch will feature various crepes, waffles, omelets, biscuits and gravy, creole sausages, fresh fruits, desserts and various lunch items from the regular menu.

C. The Atmosphere

The GridIron will have a metro-industrial look, combining brick and steel with warm colored furnishings, metro wall decor, booth seating and leather lounge couches to help soften the setting. Both the production facilities of the brewery and the grills and brick oven in the front kitchen will be visible to patrons. It is important for the handcrafted nature of GridIron beers and food that people be allowed to see the timeless quality and hard work that goes into all of them. The customers' ability to watch all aspects of the brewing process as well as the chefs cooking their wonderful dishes will result in a restaurant with bustling activity: offering an exciting, eye-appealing dining experience carrying through to the presentation of the food itself.

Visual stimulation will also come from flat-screen televisions tastefully located throughout the restaurant, with a greater concentration of televisions in the bar area, all of which will regularly feature sporting events (to tie in with the GridIron name which is commonly associated with football). Televising sporting events will help to attract patrons during what might otherwise be off-peak times for the restaurant, and it will help establish the GridIron as an oasis for shoppers at the Shoppes at College Hills. The music of various blues, jazz and other artists wafting overhead will add soul to the restaurant, and on Friday and Saturday nights, live blues and jazz artists and occasional dueling pianos and other entertainment will make the GridIron a late night entertainment watering hole for the area.

D. The Facility

The building to be constructed for the GridIron will have the following principal features:

- ▶ Approximately 7400 square feet in size
- ▶ Interior restaurant seating capacity of about 221 people
- ▶ A dining room with some elevated seating, visible front grills and brick oven, curved bar, elevated stage, lounge area, vestibule, host/merchandise station, visible brewhouse, mill room, back kitchen prep area, dish room, walk-in cooler, office, maintenance rooms, loading dock, two bathrooms and dry storage
- ▶ Outdoor dining area on the Shoppes side of the building
- ▶ Outdoor beer garden on the Towanda side of the building
- ▶ Numerous windows, allowing visibility of the brewery tanks from the Towanda entrance to the Shoppes.
- ▶ 47 parking spaces (including 2 handicapped accessible spaces)

The preliminary Architectural Rendering, Site Plan and Floor Plan for the building, prepared by Seth Jacob of Francois Associates Architects, Bloomington, Illinois, in cooperation with David Zwanzig, Director of Design/Build with CORE Construction, Morton, Illinois, are attached as Exhibits 6, 7 and 8, respectively.

E. The Craft Beer Industry/Definitions

The GridIron will be a microbrewery/brewpub that will brew a wide variety of craft beers. As defined by the Brewers Association of Boulder, Colorado, "craft beers" are generally all-malt domestic beers produced using 100 percent malted barley. Some craft beers substitute a percentage of malted wheat (for wheat beers) or malted rye (for rye beers). Their inspiration can be traced to British, German or Belgian traditions, or it is often uniquely American. Craft beers range from pale to dark in color and from mild to strong in alcohol content. Sometimes they include unusual ingredients such as fruit, herbs or spices. Compared with other beers, craft beers' emphasis is on flavor. By comparison, the average mass-produced American beers are brewed using 30 to 40 percent rice or corn adjunct, resulting in paler, lighter-bodied and less flavorful beers. A "craft brewer" is a brewpub, microbrewery, regional specialty brewery or contract brewing company whose majority of sales is considered craft beer.

A brewery that produces less than 15,000 barrels of beer per year is considered a "microbrewery". Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer, which is not currently allowed in Illinois); and, directly to the consumer through carry-outs (via "growlers", bottles or kegs) and/or on-site tap-room or restaurant sales.

A "brewpub" is a restaurant-brewery that sells 25% or more of its beer on site. The beer is brewed primarily for sale in the restaurant and bar. The beer is often dispensed directly from the brewery's storage tanks. Where allowed by law, brewpubs often sell beer "to go" and/or distribute to off site accounts. The Brewers Association re-categorizes a company as a microbrewery if its off-site (distributed) beer sales exceed 75 percent.

IV. OBJECTIVES

A. GridIron's Vision

The GridIron will have the following visions and goals for its operation:

- ▶ To become one of the most popular eating establishments in the area and a destination point

- ▶ for local residents, visitors and travelers
- ▶ To be critically praised in Bloomington-Normal, throughout Central Illinois and beyond, for its food, beers, atmosphere and service
- ▶ To have a great reputation and respect for its beers among microbrew lovers, microbrew industry peers and the general public
- ▶ To be the best source for authentic Cajun/Creole-style foods, the best brick oven fired gourmet pizzas and the highest quality, best tasting handcrafted beers in downstate Illinois
- ▶ To develop stronger than expected retail food and beer sales from the restaurant
- ▶ To establish wholesale beer business within the first 1-3 years of operation, consisting of sales through distributors to other restaurants, bars, package liquor and grocery stores throughout Central Illinois
- ▶ To operate at a profit in an amount equal to or in excess of the amount projected in the pro forma financial statements

B. General Implementation Strategies

The GridIron will have the following strategies for implementing its visions and goals:

- ▶ Recruit and hire experienced and talented key personnel in the positions of Restaurant Manager, Executive Chef, Bar Manager, Hostess/Maitre d' and Brewers
- ▶ Hire capable and pleasant support staff and provide them with ample job training
- ▶ Maintain prices at moderate levels and remain competitive with other comparable outlets
- ▶ Keep food costs at less than 35% of total food sales and maximize other cost controls
- ▶ Encourage customer loyalty, frequent patronage and word-of-mouth advertising of the restaurant and brewery
- ▶ Create a genuinely pleasing and enjoyable atmosphere and ambiance
- ▶ Prepare and serve only the highest quality, most unique and best tasting food and drink available in the area
- ▶ Utilize creative merchandising, advertising, press releases and other marketing both inside and outside the general locality
- ▶ Develop a big presence in the Bloomington-Normal area by participating in and sponsoring local events, festivals, tastings, athletic teams, competitions, homebrewer organizations and charities
- ▶ Participate in and sponsor Craft Beer Industry events, conventions, festivals and competitions
- ▶ Sustain customer satisfaction as a top priority and listen openly to customer suggestions
- ▶ Develop relationships and contacts with other area businesses, organizations, press outlets, convention and visitors bureaus and various other groups

V. MARKETING PLAN

A. Demographics/Location/Signage

The single most important consideration when planning a new restaurant is location. Locating GridIron Brew Works in Bloomington-Normal offers tremendous demographics for a brewpub-restaurant business as follows and as further indicated in Exhibits 13-15 attached hereto:

- ▶ Nearly 900,000 area residents, with over 156,000 residents in McLean County alone
- ▶ The Twin Cities is the seventh-largest metro area in the State of Illinois
- ▶ Population growth in McLean County of over 15% in the last decade, making it the fastest growth rate county in downstate Illinois, with expected growth of another 10% over the next 15 years

- ▶ Over 30,000 students attending four universities and colleges, most notably Illinois State University and Illinois Wesleyan University
- ▶ Big area businesses, hospitals, hotels, two malls and many other shopping centers and countless small and medium size businesses
- ▶ The highest effective buying income in downstate Illinois (for 8 years running as of 2003)
- ▶ An average household income of \$71,780 as of 2002
- ▶ An incredibly strong housing market: in 2003, McLean County residents spent more than \$100 million building new single-family homes
- ▶ Highly educated citizens: nearly 60% of McLean County residents hold professional positions
- ▶ With an unemployment rate at about 2.5%, McLean County consistently enjoys a lower unemployment rate than both State and National rates
- ▶ Bloomington-Normal ranks 15th in the nation on the list of towns with the most frequent restaurant patrons
- ▶ The convergence of three major interstate highways (I74, I55 and I39)
- ▶ Incredible traffic counts on the three streets surrounding the proposed building site: 40,500 vehicles per day ("vpd") on Veterans Parkway, 22,700 vpd on College Avenue and 20,300 vpd on Towanda Avenue.

Constructing the GridIron at the Shoppes at College Hills in Normal, Illinois, takes full advantage of each of the above demographic features of the Bloomington-Normal area. The Shoppes at College Hills is a new outdoor mall featuring a variety of upscale retail stores and eateries, including the anchor stores Von Maur, Target and Gordman's. On a daily basis, the Shoppes will attract to the restaurant countless new and repeated customers fitting our precise target market profile as set forth in Part B below.

The GridIron will be located at the corner of the Towanda Avenue entrance into and on the main road (Von Maur Drive) running through the Shoppes, with signage visible from that entrance and from most of the stores at the Shoppes. Signage will also be located at the main Veterans Parkway entrance to the Shoppes. The brewery tanks will be situated behind glass windows facing Towanda Avenue, the visibility of which will serve as a free billboard advertising the brewery. In addition, the GridIron will be located in front of and adjacent to the new 132-room Hampton Inn hotel slated to open in 2006 and which is not expected to have food service.

B. Target Market

The GridIron's target customer profile is as follows:

- ▶ Economic/Income level: middle to upper class
- ▶ Age: 25 to 60
- ▶ Sex: Both male and female
- ▶ Education level: college educated
- ▶ Employment: professionals, business owners, business executives, middle management and various other business workers
- ▶ Psychological profile: appreciation for the finer things in life such as good food and drink, eclectic taste, extroverted, more inclined to patronize non-chain restaurants
- ▶ Habits: high spending on food, music, sports and entertainment, frequent dining out for both lunch and dinner, traveling, shopping at middle to high-profile retail establishments, craft beer drinker
- ▶ Primary targets: shoppers and employees at the Shoppes at College Hills, Eastland Mall and other nearby retailers; executives, employees and customers of local businesses, especially those near the Veterans Parkway corridor; customers of area hotels, most notably the one now being built next to the brewery location; college professors and college students along

with their visiting parents; area residents having those characteristics set forth above; non-residents who enjoy traveling to visit breweries and unique restaurants; homebrewing and brewery association members; and business travelers

C. Competition

There are numerous competing restaurants in the Bloomington-Normal area, ranging from fast food to fine dining. Fortunately, given the fact that the residents of Bloomington-Normal have the highest effective buying income in the State of Illinois, which provides them with more discretionary income for dining out, and given the high growth rate of the area, there remains ample room for additional restaurants, which is evident when visiting these other crowded restaurants with incredibly long waits. The fact that Bloomington-Normal ranks 15th in the nation on the list of towns with the most frequent restaurant patrons also helps. In addition, the GridIron's own brewpub niche, unique Cajun/Creole-style menu, soulful atmosphere, blues and jazz entertainment, airing of sporting events and its prime location will set it apart from all other restaurants in Bloomington-Normal.

The brewery's main local competition for its beer is Illinois Brewing Company in Bloomington. However, in the craft brewery business, competition is viewed as good because it increases the general public's awareness and therefore consumption of craft beers. As a result, microbreweries are a rather fraternal group due to their many common goals. In any event, the GridIron will be quite distinct from Illinois Brewing Company in that IBC is primarily a bar setting, while the GridIron will be more upscale, it will appeal to a broader target market as indicated in the prior section and it will engage in wholesale beer production. Of course, with respect to the beer itself, there is huge competition from the big domestic beers, imported beers and other craft and specialty beers, not to mention competition from wine, malt beverages and spirits, but the competitive advantage to us in the Bloomington-Normal area and throughout Central Illinois is that we will be one of the very few local breweries.

D. Industry Trends

For industry trends, please refer to the 2004 Industry Overview from the May/June 2005 issue of the New Brewer, which is the journal of the Brewers Association, attached as Exhibit 16, and the restaurant industry operating data and forecast excerpts from the National Restaurant Association 2004 Restaurant Industry Operating Report and the 2005 Fact Sheets, attached as Exhibits 17 and 18 in the Supporting Documents section of this Business Plan.

E. Methods of Distribution

- 1. Raw Ingredient Purchasing-** Food and beverages, other than our craft beer, will be purchased from food and beverage wholesalers and from various other local markets as may be desired from time to time by our Executive Chef and Restaurant Manager. Most hops and malt for the brewery will be purchased by the pallet at wholesale from Brewers Supply in Minnesota, and most yeast will be purchased from White Labs in California.
- 2. Retail Sales-** All food sales and most beer sales of GridIron Brew Works will be made directly to customers at retail from the business premises. Our craft beers sold for consumption in the restaurant will be sold on draft in 5 oz samplers, 16 oz pints, 23 oz glasses, 64 oz pitchers and in table-top draft towers, and we will also sell retail beer-to-go in Half Gallon Growlers (imprinted glass jugs), 1/6 barrel kegs (5.17 U.S. Gal.), 1/2 barrel kegs (15.5 U.S. Gal.) and eventually in cans and/or bottles (see paragraph 3 below).
- 3. Wholesale Beer-** The GridIron's wholesale beer market will be developed in a controlled-growth manner and with different product lines as follows:

- ▶ **Kegs:** First, wholesale draft beer will be sold through a distributor to other retail draft accounts in the Bloomington-Normal area and later in other Central Illinois communities in both ½ barrel kegs and 1/6 barrel kegs
- ▶ **Bottles:** When the wholesale keg market is firmly established, a cost-benefit analysis and marketing study will be performed to examine the addition of 12 ounce bottles to our product line.
- ▶ **Cans:** In addition or alternatively to bottles, the GridIron will conduct a cost-benefit analysis and marketing study regarding the possibility of becoming the first microbrewery in Illinois to sell its craft beer in cans. Canning craft beers is the latest trend in craft brewing, especially for smaller breweries, due to the following advantages over bottles:
 - ▶ Canning machines are less expensive and easier to run than bottling machines, resulting in lower capital investment for startup and maintenance
 - ▶ The GridIron would be getting in early on this canning trend in the Craft Beer Industry as there are only about 20 canning microbreweries in the country
 - ▶ Cans enable the sale to various arenas and outdoor events that do not allow glass (like parks and sport venues)
 - ▶ Cans are cheaper than bottles (which are getting more and more expensive), not to mention the crowns, labels and carriers that are also required for bottles
 - ▶ In taste tests, canned craft beer actually competes very well with bottled beer due to low oxygen pickup and no exposure to light.

Once the local wholesale market is firmly established, the GridIron may also eventually sell to distributors outside of Central Illinois if the brewery capacity will allow.

F. Advertising and Promotion

Promotional activities for the restaurant and brewery within the target markets will focus on the unique menu, the brewery, atmosphere and location of the establishment and will utilize a combination of the following methods:

- ▶ Media Ads- periodically placed in local newspapers, radio and television when appropriate, starting with grand opening ads
- ▶ Direct Advertising- sent to nearby businesses and possibly nearby residences
- ▶ Press Releases- strategically timed and placed
- ▶ Word-of-Mouth Advertising- to be encouraged and rewarded
- ▶ Public Relations- establish contacts with companies and organizations both inside and outside the Bloomington-Normal area
- ▶ Sponsorships- give support to a few highly visible and reputable charitable organizations and community causes
- ▶ Merchandising- GridIron beers will be well-merchandised with t-shirts, hats, pint glasses and other items
- ▶ Public Presence- attend and sponsor community events, tastings, competitions, festivals, charitable events and fund raisers

VI. ORGANIZATIONAL PLAN

A. Legal Structure

GridIron Brew Works, LLC (hereinafter also referred to as the company) will be formed as an Illinois Limited Liability Company pursuant to the Operating Agreement attached hereto as Exhibit 2, after the initial Class

A members (private investors) have been determined. Brewpub Holdings, LLLP, an existing Illinois Limited Liability Limited Partnership, will be the managing Class B Member and majority owner of GridIron Brew Works, LLC. Brewpub Holdings, LLLP was formed by Matt and Lyn Potts for the purpose of purchasing and temporarily holding Outlot "D" at the Shoppes at College Hills and for developing, organizing and managing the GridIron. Brewpub Holdings will convey Outlot D to the GridIron once GridIron Brew Works, LLC has been formed.

B. Ownership and Income Allocations

Pursuant to the Operating Agreement for GridIron Brew Works, LLC, the Class A Members of the Company will make cash contributions toward an initial aggregate capital account of \$1,000,000.00, consisting of forty (40) Class A Member units of \$25,000.00 per unit, representing an initial aggregate ownership of approximately 31.25% of the Company. The Managing Class B Member, Brewpub Holdings, LLLP, will initially own approximately 68.75% of the Company, and it will have an initial capital account of \$2,200,000.00 for its guaranty of the initial estimated debt of the Company in the amount of \$1,844,500.00, for contributing its equity in the real estate in the amount of \$310,000.00 and for its contribution of the brand and other intangibles in the amount of \$45,500.00. However, in order to give the Class A Members a preferred return allocation on their investment, \$280,000.00 of the Class B Member's initial capital account will not be taken into account pursuant to a "Stipulated Allocation" as set forth in the Operating Agreement, which will initially result in the Class A Members receiving 40% of the net income, net losses and distributions of the Company and the Class B Member receiving 60% of the net income, net losses and distributions of the Company.

C. Management Structure

GridIron Brew Works will have the following management structure:

1. Managing Member/President-Treasurer, Secretary

The business and affairs of GridIron Brew Works, LLC will be managed by its Class B Managing Member, Brewpub Holdings, LLLP, which will maintain general oversight of all operations of the restaurant and brewery pursuant to the Operating Agreement and Management Agreement attached hereto as Exhibits 2 and 3, respectively. In summary of those agreements, Brewpub Holdings, LLLP, in exchange for a management fee of 5% of gross sales, will have the following duties:

- ▶ Establish and maintain the cash management system and bank accounts
- ▶ Provide bookkeeping services, including establishing and operating an accounts payable system, accounts receivable system and payroll system, paying the bills and depositing the receipts of the company
- ▶ Prepare monthly financial reports
- ▶ Supervise and direct overall operations and consult with any officers or owners of the company
- ▶ Secure and maintain such permits and licenses as may be required for business operations
- ▶ Develop policies and plans with respect to the installation of new features to the extent that the financial obligations and resources of the company permit
- ▶ Develop policies and plans with respect to publicity and promotion and place or supervise all advertising and promotional materials
- ▶ Stimulate the general business of the company
- ▶ Employ for the company such on-premise restaurant managers, assistant managers, executive chefs, assistant chefs, brewmasters and other employees and agents of the company as may be required
- ▶ Keep the company's building and all furniture, furnishings, and other equipment therein and

- ▶ appurtenant thereto in a good state of repair and constantly insured against loss or peril
- ▶ Arrange for necessary replacements, improvements, and changes in furniture, furnishings, and equipment
- ▶ Perform general purchasing
- ▶ Retain such outside accounting, legal or other professionals as it may deem necessary
- ▶ File sales tax returns, state and federal income tax returns and other tax returns as required
- ▶ Submit a business plan annually to the company
- ▶ Perform such other acts which are necessary or desirable in the operation of the company

Pursuant to the Operating Agreement, the Managing Member may appoint such executive officers as it deems necessary or appropriate, including a President, one or more Vice-Presidents, a Secretary, a Treasurer and other officers. Such officers shall not be entitled to any additional salary from the company for acting as such, but they may be reimbursed for expenses as approved by the Manager. Matt Potts will act as President-Treasurer of the company, and Lyn Potts will be the Secretary.

2. Restaurant Manager and Assistant Restaurant Manager(s)

GridIron Brew Works will hire an experienced and capable full-time Restaurant Manager for the day to day management of the restaurant operations. In general, the Restaurant Manager will carry out company policies and perform the following duties:

- ▶ Perform all duties and responsibilities assigned by the Managing Member and as set forth in company policies
- ▶ Open and close the restaurant
- ▶ Work with the Executive Chef, Brewmaster and the Managing Member in menu planning, pricing, portion sizing and food and beer pairing
- ▶ Prepare the daily deposit, printout the daily sales report and calculate and explain any daily cash shortages/overages
- ▶ Perform ordinary day-to-day purchasing from a petty cash account
- ▶ Schedule, hire, train, supervise, evaluate, discipline and terminate employees
- ▶ Motivate staff and conduct staff meetings
- ▶ Manage the seating, turn-over, flow, satisfaction and comfort of customers
- ▶ Assist, as needed, in all capacities in the restaurant in the event of staff shortages or otherwise
- ▶ Obtain competitive prices for items to be bought from purveyors and generally perform cost control functions in the areas of payroll, food, beverages, supplies and utilities
- ▶ Review, calculate and monitor cost of sales percentages
- ▶ Maintain a high level of quality and service in all aspects of the operation
- ▶ Assist the Managing Member in preparing payroll reports and process and calculate employee timecard records
- ▶ Report to and work with the Managing Member in a timely and efficient manner and as requested
- ▶ Maintain and monitor cleanliness, sanitation, safety, security and proper functioning of equipment
- ▶ Monitor all production stations to ensure that production is flowing properly and efficiently, especially during rush periods
- ▶ Handle and resolve all customer complaints
- ▶ Maintain and monitor all safety and security systems
- ▶ Ensure and monitor compliance with health, sanitation, liquor and other codes and meet with inspectors as required

There will also be an Assistant Restaurant Manager(s) who will assist the Restaurant Manager in performing these duties and who will cover for the Restaurant Manager in his/her absence.

3. Executive Chef and Assistant Chef

GridIron Brew Works will hire a full-time Executive Chef who will perform the following duties:

- ▶ Oversee the day-to-day operations of the kitchen and the back of the house
- ▶ Design and prepare food dishes complimentary to company policies and plans
- ▶ Assist in menu planning, pricing, portion sizing and in developing food and beer pairings
- ▶ Purchase food, paper products and related supplies and obtain competitive prices for such items
- ▶ Take and prepare monthly inventories of food, paper products and related supplies
- ▶ Monitor and calculate food cost percentages
- ▶ Perform cost control functions, including planning and implementation of measures and policies to protect against product theft, employee consumption and other improper behavior
- ▶ Ensure and monitor compliance with health, sanitation and other codes and meet with inspectors as required
- ▶ Assist the Restaurant Manager in scheduling, hiring, training, supervising and evaluating kitchen employees, including but not limited to line cooks, prep cooks, busboys and dishwashers

There will also be an Assistant Chef who will assist the Executive Chef in performing these duties and who will cover for the Executive Chef in his/her absence.

4. Brewmaster and Assistant Brewer(s)

GridIron Brew Works will hire a Brewmaster who will perform the following duties:

- ▶ Oversee the day-to-day operations of the brewery
- ▶ Design and brew beers complimentary to company policies and plans
- ▶ Plan beer menu and pricing and participate in planning of food and beer pairings
- ▶ Purchase malt, hops, yeast and other brewery inputs and supplies and obtain competitive prices for such items
- ▶ Take and prepare monthly inventories of finished/tax-determined beer, packaged beer, malt, hops and other brewery inputs and supplies
- ▶ Prepare and file Excise Tax Returns, Liquor Tax Returns and Brewer's Reports of Operation
- ▶ Handle beer promotion and marketing
- ▶ Attend such beer festivals, tastings, competitions, craft beer industry conferences and training courses as desired by the company
- ▶ Monitor and calculate beer input cost percentages
- ▶ Design, plan and implement product packaging and labeling and secure government approvals of the same
- ▶ Oversee and direct assistant brewers in brewing, transferring, filtering, packaging, cleaning kegs and overall brewery operations and sanitation
- ▶ Scheduling, hiring, training, supervising and evaluating brewery employees, including such assistant brewer(s) as may be deemed necessary

Matt Potts will serve as the initial Brewmaster of the company's operation, and there will initially be one assistant brewer who will assist the Brewmaster in performing these duties.

5. Head Bartender/Bar Manager

GridIron Brew Works will hire a head bartender/bar manager who, in addition to his/her normal duties as a bartender, will also be responsible for the following:

- ▶ Place orders and track inventories to ensure adequate and suitable supplies of soft drinks, commercial beer, wine and liquor for the operation
- ▶ Take and prepare monthly inventories of all soft drinks, commercial beer, wine and liquor
- ▶ Perform cost control functions, including planning and implementation of measures and policies to protect against product theft, employee consumption and other abuse, and obtain competitive prices for items to be bought from distributors
- ▶ Maintain and calculate cost percentages for all commercial beer, wine and liquor
- ▶ Ensure and monitor compliance with health, sanitation, liquor and other codes and meet with inspectors as required
- ▶ Maintain bar cleanliness and proper functioning of equipment
- ▶ Oversee and monitor the draft line cleaning schedule
- ▶ Assist the Restaurant Manager in bar menu pricing and planning and in the scheduling, hiring, training, supervising and evaluating of other bartenders and in other areas deemed appropriate by the Restaurant Manager

6. Service Manager/Hosts

A Service Manager and a sufficient number of hosts will be hired as needed to be in charge of the front of the house (i.e., the dining room). She or he will greet guests when they arrive, take their names and escort them to their table, issue menus, assign tables to servers, monitor the promptness and quality of service to patrons, assist the Restaurant Manager in overseeing and scheduling servers, ensure customer satisfaction and handle customer complaints, control dining room comfort and atmosphere and report problems to the Restaurant Manager.

7. Other Employees

The GridIron will also hire such additional staff as deemed necessary by the Managing Member and the Restaurant Manager, including servers, bartenders, cooks, dishwashers, janitors, grounds personnel and such additional employees as may be necessary to carry on the business of the company.

D. Exit Provisions, Call Rights and Transfer Restrictions

Please review the Operating Agreement, attached hereto as Exhibit 2, for various exit provisions, call rights and restrictions on the sale or transfer of membership interests. Please also review the Confidential Private Placement Memorandum and the Pre-Organization Subscription Agreement, attached hereto as Exhibits 1 and 5, respectively, for additional transfer restrictions and conditions.

E. Accountings

Accountings for the business will be prepared in accordance with the Operating Agreement and Management Agreement attached hereto as Exhibits 2 and 3, respectively.

F. Risk Management

Many risks will be inevitable with the business. Therefore, prospective investors should carefully review the "Risk Factors" set forth in the Confidential Private Placement Memorandum attached as Exhibit 1. Risk management will be practiced in all aspects of the business. The Restaurant Manager and the Executive Chef and their assistants will be required to take a food sanitation and safety course, and the Bar Manager will be required to attend an Accredited Responsible Alcohol Service Course. All servers and other staff will be encouraged to attend these courses, and/or in the alternative, they will receive in-house training in these areas. These courses may entitle the restaurant to discounts on insurance premiums. Other ongoing training programs will be conducted to assure a high degree of professionalism among employees in their respective

jobs. To further protect the company against risk, the following insurance coverages will be secured by the Managing Member:

- ▶ Liquor Liability Insurance
- ▶ Workers Compensation Insurance
- ▶ Commercial General Liability Insurance
- ▶ Commercial Umbrella Policy
- ▶ Property/Business Owner's Policy
- ▶ Business Interruption Insurance
- ▶ Product Liability Insurance
- ▶ Key Person Life Insurance
- ▶ Errors and Omissions Insurance
- ▶ Builders Risk Insurance

VII. FINANCIAL PLANS

A. Statement of Funds Sought and Usage of Funds

GridIron Brew Works, LLC is seeking bank financing in the approximate amount of \$1,844,500.00, to be guaranteed by the Class B Member, BREWPUB HOLDINGS, LLLP, plus private investment in the amount of \$1,000,000.00 from the issuance of forty (40) Class A Member units at an initial cash capital contribution of \$25,000.00 per unit, for a total anticipated funding for the project in the amount \$2,844,500.00, to be used and dispersed as follows:

| | |
|--|----------------------|
| ▶ Cash Outlay for Land Acquisition (Outlot D): | \$ 569,721.00 |
| ▶ Building Design & Construction: | \$1,500,000.00 |
| ▶ Restaurant & Brewing Equipment/Furniture: | \$ 300,000.00 |
| ▶ Initial Brewery & Restaurant Inventories: | \$ 20,000.00 |
| ▶ Operating Cash: | \$ 85,000.00 |
| ▶ Start-Up Costs: | \$ 25,279.00 |
| ▶ Cash Reserves/Contingencies: | <u>\$ 344,500.00</u> |
| TOTAL: | \$2,844,500.00 |

B. Financial Projections

All financial projections have been made conservatively. The sales, cost and expense data were developed using historical industry data and brewpub/restaurant pro forma examples from industry associations, such as the Association of Brewers and the National Restaurant Association. The Pro Forma Income Statements are on the cash accounting basis. The Breakeven case assumes that penetration of the market is slower than forecast, with sales being 81% of our low-profit case, 54% of the Mid-Profit case and only 42% of the High-Profit case. The High-Profit case assumes penetration of the market is greater than forecast, with sales being approximately 29% over the Mid-Profit case. It is expected that the GridIron will operate profitably in its first year of operation and be able to meet all of its obligations in a timely manner.

The following pro forma financial statements are included with this Business Plan in Part A of the Appendix:

- ▶ Pro Forma Income/Cash Flow Statement - Year One
- ▶ Pro Forma Three-Year Income Statement
- ▶ Pro Forma Monthly Cash Flow Statement - Year One
- ▶ Pro Forma Beginning Balance Sheet - Year One
- ▶ Pro Forma Year-End Balance Sheet - Year One
- ▶ Pro Forma Financial Statement Analysis - Ratios (End of Year One)

VIII. SUPPORTING DOCUMENTS

The following supporting documents are included with this Business Plan in Part B of the Appendix:

| <u>Exhibit No.</u> | <u>Description of Exhibit</u> |
|--------------------|---|
| 1. | Private Placement Memorandum |
| 2. | Operating Agreement for GridIron Brew Works, LLC |
| 3. | Management Agreement between GridIron Brew Works, LLC and Brewpub Holdings, LLLP |
| 4. | General Pre-Organization Subscription Information for GridIron Brew Works, LLC |
| 5. | Pre-Organization Subscription Agreement for GridIron Brew Works, LLC |
| 6. | Architectural Rendering |
| 7. | Site Plan |
| 8. | Floor Plan |
| 9. | Preliminary Construction Budget from CORE Construction, Morton, Illinois |
| 10. | Certificate of Limited Partnership for Brewpub Holdings, LLLP |
| 11. | Agreement for Purchase and Sale of Real Property entered into on September 16, 2005 between Shoppes at College Hills, L.L.C., as Seller, and Brewpub Holdings, LLLP, as Buyer, for Outlot D |
| 12. | Appraisal of vacant Outlot D at the Shoppes at College Hills (including plat of the Shoppes), prepared by Real Estate Counselors International, Inc. and provided by Shoppes at College Hills, L.L.C. |
| 13. | 2005 Demographic Profile for Bloomington-Normal/McLean County, Illinois (prepared by the Economic Development Council) |
| 14. | 1-3-5 Mile Radius Demographics for the Veterans Parkway & College Avenue Intersection (Applied Geographic Solutions, 2004) |
| 15. | Projected Retail Sales for McLean County (from the Illinois Department of Revenue) |
| 16. | Excerpts from the 2004 Industry Overview from the May/June 2005 issue of the New Brewer magazine published by the Brewers Association and Press Release |
| 17. | Excerpt from the National Restaurant Association's 2004 Restaurant Industry Operating Report: "The Restaurant Industry Dollar: Where It Comes From, Where It Goes" |
| 18. | National Restaurant Association's Restaurant Industry 2005 Fact Sheets |
| 19. | Personal Resume of Matthew C. Potts |
| 20. | Letters of Reference for Matthew Potts from Terry Welty of Miller Dredge Insurance; Harold Jehle, Executive Vice-President of Farmers State Bank; and Alan Howerton, CEO of H & H Industries, Inc. |

APPENDIX

Part A

Pro Forma Financial Statements

GRIDIRON BREW WORKS™

revised 3/14/06

GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS

Pro Forma Income/Cash Flow Statement- Year One

| | Break-Even | | Low-Profit | | Mid-Profit | | High-Profit | |
|--|---------------------|---------------|---------------------|---------------|---------------------|---------------|---------------------|---------------|
| | | Pct. | | Pct. | | Pct. | | Pct. |
| Sales | | | | | | | | |
| Food Sales (including n/a beverages) | \$ 1,056,273 | 65.0% | \$ 1,300,000 | 65.0% | \$ 1,950,000 | 65.0% | \$ 2,518,750 | 65.0% |
| Beverage Sales (Microbrew-retail on-premise) | \$ 365,633 | 22.5% | \$ 450,000 | 22.5% | \$ 675,000 | 22.5% | \$ 871,875 | 22.5% |
| Beverage Sales (Microbrew-wholesale/off-premise) | \$ 40,626 | 2.5% | \$ 50,000 | 2.5% | \$ 75,000 | 2.5% | \$ 96,875 | 2.5% |
| Beverage Sales (Liquor, Comm Beer, Wine) | \$ 146,253 | 9.0% | \$ 180,000 | 9.0% | \$ 270,000 | 9.0% | \$ 348,750 | 9.0% |
| Merchandise & Misc Sales | \$ 16,250 | 1.0% | \$ 20,000 | 1.0% | \$ 30,000 | 1.0% | \$ 38,750 | 1.0% |
| Total Sales | \$ 1,625,036 | 100.0% | \$ 2,000,000 | 100.0% | \$ 3,000,000 | 100.0% | \$ 3,875,000 | 100.0% |
| Cost of Sales | | | | | | | | |
| Food Cost | \$ 369,696 | 35.0% | \$ 455,000 | 35.0% | \$ 682,500 | 35.0% | \$ 881,563 | 35.0% |
| Beverage Cost (Microbrew-retail on-premise) | \$ 54,845 | 15.0% | \$ 67,500 | 15.0% | \$ 101,250 | 15.0% | \$ 130,781 | 15.0% |
| Beverage Cost (Microbrew-wholesale/off-premise) | \$ 20,313 | 50.0% | \$ 25,000 | 50.0% | \$ 37,500 | 50.0% | \$ 48,438 | 50.0% |
| Beverage Cost (Liquor, Comm Beer, Wine) | \$ 43,876 | 30.0% | \$ 54,000 | 30.0% | \$ 81,000 | 30.0% | \$ 104,625 | 30.0% |
| Merchandise Cos | \$ 8,125 | 50.0% | \$ 10,000 | 50.0% | \$ 15,000 | 50.0% | \$ 19,375 | 50.0% |
| Total Cost of Sales | \$ 496,855 | 30.6% | \$ 611,500 | 30.6% | \$ 917,250 | 30.6% | \$ 1,184,781 | 30.6% |
| GROSS PROFIT | \$ 1,128,181 | 69.4% | \$ 1,388,500 | 69.4% | \$ 2,082,750 | 69.4% | \$ 2,690,219 | 69.4% |
| Operating/Variable Expenses | | | | | | | | |
| Payroll and Payroll Taxes | \$ 487,511 | 30.0% | \$ 600,000 | 30.0% | \$ 900,000 | 30.0% | \$ 1,162,500 | 30.0% |
| Direct Operating Expenses | \$ 91,002 | 5.6% | \$ 112,000 | 5.6% | \$ 168,000 | 5.6% | \$ 217,000 | 5.6% |
| Advertising, Marketing and Promotion | \$ 34,126 | 2.1% | \$ 42,000 | 2.1% | \$ 63,000 | 2.1% | \$ 81,375 | 2.1% |
| Music and Entertainment | \$ 19,500 | 1.2% | \$ 24,000 | 1.2% | \$ 36,000 | 1.2% | \$ 46,500 | 1.2% |
| Utilities | \$ 44,688 | 2.8% | \$ 55,000 | 2.8% | \$ 82,500 | 2.8% | \$ 106,563 | 2.8% |
| Administrative & General Expenses | \$ 63,376 | 3.9% | \$ 78,000 | 3.9% | \$ 117,000 | 3.9% | \$ 151,125 | 3.9% |
| Repairs & Maintenance | \$ 27,626 | 1.7% | \$ 34,000 | 1.7% | \$ 51,000 | 1.7% | \$ 65,875 | 1.7% |
| Management Fee to Brewpub Holdings, LLLP | \$ 81,252 | 5.0% | \$ 100,000 | 5.0% | \$ 150,000 | 5.0% | \$ 193,750 | 5.0% |
| Total Operating/Variable Expenses | \$ 849,081 | 52.3% | \$ 1,045,000 | 52.3% | \$ 1,567,500 | 52.3% | \$ 2,024,688 | 52.3% |
| Income Before Occupancy/Fixed Costs | \$ 279,100 | 17.2% | \$ 343,500 | 17.2% | \$ 515,250 | 17.2% | \$ 665,531 | 17.2% |
| Occupancy & Fixed Costs | | | | | | | | |
| Depreciation | \$ 95,000 | 5.8% | \$ 95,000 | 4.8% | \$ 95,000 | 3.2% | \$ 95,000 | 2.5% |
| Property Taxes | \$ 35,000 | 2.2% | \$ 35,000 | 1.8% | \$ 35,000 | 1.2% | \$ 35,000 | 0.9% |
| Common Area Maintenance | \$ 2,500 | 0.2% | \$ 2,500 | 0.1% | \$ 2,500 | 0.1% | \$ 2,500 | 0.1% |
| Property & Liability Insurance | \$ 16,600 | 1.0% | \$ 16,600 | 0.8% | \$ 16,600 | 0.6% | \$ 16,600 | 0.4% |
| Total Occupancy/Fixed Costs | \$ 149,100 | 9.2% | \$ 149,100 | 7.5% | \$ 149,100 | 5.0% | \$ 149,100 | 3.8% |
| Total Cost of Sales, Expenses & Fixed Costs | \$ 1,495,036 | 92.0% | \$ 1,805,600 | 90.3% | \$ 2,633,850 | 87.8% | \$ 3,358,569 | 86.7% |
| NET OPERATING INCOME | \$ 130,000 | 8.0% | \$ 194,400 | 9.7% | \$ 366,150 | 12.2% | \$ 516,431 | 13.3% |
| Bank Loan Interest Expense | \$ 130,000 | 8.0% | \$ 130,000 | 6.5% | \$ 130,000 | 4.3% | \$ 130,000 | 3.4% |
| NET PROFIT (LOSS) - BEFORE TAXES | \$ (0) | 0.0% | \$ 64,400 | 3.2% | \$ 236,150 | 7.9% | \$ 386,431 | 10.0% |
| Calculation of Net Operating Cash Flow | | | | | | | | |
| Net Income (Loss) | \$ (0) | 0.00% | \$ 64,400 | 3.22% | \$ 236,150 | 7.87% | \$ 386,431 | 9.97% |
| Add Back Depreciation Expense | \$ 95,000 | 5.85% | \$ 95,000 | 4.75% | \$ 95,000 | 3.17% | \$ 95,000 | 2.45% |
| Subtract Bank Loan - Principal Payments | \$ 43,000 | 2.65% | \$ 43,000 | 2.15% | \$ 43,000 | 1.43% | \$ 43,000 | 1.11% |
| Net Operating Cash Flow | \$ 52,000 | 3.20% | \$ 116,400 | 5.82% | \$ 288,150 | 9.61% | \$ 438,431 | 11.31% |

GRIDIRON BREW WORKS™

revised 3/14/06

GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS

Pro Forma Three-Year Income Statement

| | Year One | | Year Two | | Year Three | |
|--|---------------------|---------------|---------------------|---------------|---------------------|---------------|
| | | Pct. | | Pct. | | Pct. |
| Sales | | | | | | |
| Food Sales (including n/a beverages) | \$ 1,300,000 | 65.0% | \$ 1,625,000 | 65.0% | \$ 1,950,000 | 65.0% |
| Beverage Sales (Microbrew-retail on-premise) | \$ 450,000 | 22.5% | \$ 562,500 | 22.5% | \$ 675,000 | 22.5% |
| Beverage Sales (Microbrew-wholesale/off-premise) | \$ 50,000 | 2.5% | \$ 62,500 | 2.5% | \$ 75,000 | 2.5% |
| Beverage Sales (Liquor, Comm Beer, Wine) | \$ 180,000 | 9.0% | \$ 225,000 | 9.0% | \$ 270,000 | 9.0% |
| Merchandise & Misc Sales | \$ 20,000 | 1.0% | \$ 25,000 | 1.0% | \$ 30,000 | 1.0% |
| Total Sales | \$ 2,000,000 | 100.0% | \$ 2,500,000 | 100.0% | \$ 3,000,000 | 100.0% |
| Cost of Sales | | | | | | |
| Food Cost | \$ 455,000 | 35.0% | \$ 568,750 | 35.0% | \$ 682,500 | 35.0% |
| Beverage Cost (Microbrew-retail on-premise) | \$ 67,500 | 15.0% | \$ 84,375 | 15.0% | \$ 101,250 | 15.0% |
| Beverage Cost (Microbrew-wholesale/off-premise) | \$ 25,000 | 50.0% | \$ 31,250 | 50.0% | \$ 37,500 | 50.0% |
| Beverage Cost (Liquor, Comm Beer, Wine) | \$ 54,000 | 30.0% | \$ 67,500 | 30.0% | \$ 81,000 | 30.0% |
| Merchandise Cost | \$ 10,000 | 50.0% | \$ 12,500 | 50.0% | \$ 15,000 | 50.0% |
| Total Cost of Sales | \$ 611,500 | 30.6% | \$ 764,375 | 30.6% | \$ 917,250 | 30.6% |
| GROSS PROFIT | \$ 1,388,500 | 69.4% | \$ 1,735,625 | 69.4% | \$ 2,082,750 | 69.4% |
| Operating/Variable Expenses | | | | | | |
| Payroll and Payroll Taxes | \$ 600,000 | 30.0% | 750,000 | 30.0% | \$ 900,000 | 30.0% |
| Direct Operating Expenses | \$ 112,000 | 5.6% | 140,000 | 5.6% | \$ 168,000 | 5.6% |
| Advertising, Marketing and Promotion | \$ 42,000 | 2.1% | 52,500 | 2.1% | \$ 63,000 | 2.1% |
| Music and Entertainment | \$ 24,000 | 1.2% | 30,000 | 1.2% | \$ 36,000 | 1.2% |
| Utilities | \$ 55,000 | 2.8% | 68,750 | 2.8% | \$ 82,500 | 2.8% |
| Administrative & General Expenses | \$ 78,000 | 3.9% | 97,500 | 3.9% | \$ 117,000 | 3.9% |
| Repairs & Maintenance | \$ 34,000 | 1.7% | 42,500 | 1.7% | \$ 51,000 | 1.7% |
| Management Fee to Brewpub Holdings, LLLP | \$ 100,000 | 5.0% | 125,000 | 5.0% | \$ 150,000 | 5.0% |
| Total Operating/Variable Expenses | \$ 1,045,000 | 52.3% | \$ 1,306,250 | 52.3% | \$ 1,567,500 | 52.3% |
| Income Before Occupancy/Fixed Costs | \$ 343,500 | 17.2% | \$ 429,375 | 17.2% | \$ 515,250 | 17.2% |
| Occupancy & Fixed Costs | | | | | | |
| Depreciation | \$ 95,000 | 4.8% | \$ 95,000 | 3.8% | \$ 95,000 | 3.2% |
| Property Taxes | \$ 35,000 | 1.8% | \$ 35,000 | 1.4% | \$ 35,000 | 1.2% |
| Common Area Maintenance | \$ 2,500 | 0.1% | \$ 2,500 | 0.1% | \$ 2,500 | 0.1% |
| Property & Liability Insurance | \$ 16,600 | 0.8% | \$ 16,600 | 0.7% | \$ 16,600 | 0.6% |
| Total Occupancy/Fixed Costs | \$ 149,100 | 7.5% | \$ 149,100 | 6.0% | \$ 149,100 | 5.0% |
| Total Cost of Sales, Expenses & Fixed Costs | \$ 1,805,600 | 90.3% | \$ 2,219,725 | 88.8% | \$ 2,633,850 | 87.8% |
| NET OPERATING INCOME | \$ 194,400 | 9.7% | \$ 280,275 | 11.2% | \$ 366,150 | 12.2% |
| Bank Loan Interest Expense | \$ 130,000 | 6.5% | \$ 130,000 | 5.2% | \$ 130,000 | 4.3% |
| NET PROFIT (LOSS) - BEFORE TAXES | \$ 64,400 | 3.2% | \$ 150,275 | 6.0% | \$ 236,150 | 7.9% |



GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS

revised 3/14/06

Pro Forma Monthly Cash Flow Statement - Year One

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 12-Month Totals | Income Statement Reconciliation |
|--|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------------|---------------------------------|
| BEGINNING CASH BALANCE (not incl. cash reserves) | \$ 85,000 | \$ 94,117 | \$ 103,233 | \$ 112,350 | \$ 121,467 | \$ 130,583 | \$ 139,700 | \$ 148,817 | \$ 157,933 | \$ 167,050 | \$ 176,167 | \$ 185,283 | \$ 85,000 | |
| Cash Receipts/Sales | | | | | | | | | | | | | | |
| Food Sales (including n/a beverages) | \$108,333 | \$108,333 | \$108,333 | \$108,333 | \$108,333 | \$108,333 | \$108,333 | \$108,333 | \$108,333 | \$108,333 | \$108,333 | \$108,333 | \$1,300,333 | \$ 1,300,000 |
| Beverage Sales (Microbrew-retail on-premise) | \$ 37,500 | \$ 37,500 | \$ 37,500 | \$ 37,500 | \$ 37,500 | \$ 37,500 | \$ 37,500 | \$ 37,500 | \$ 37,500 | \$ 37,500 | \$ 37,500 | \$ 37,500 | \$ 450,000 | \$ 450,000 |
| Beverage Sales (Microbrew-wholesale/off-premise) | \$ 4,167 | \$ 4,167 | \$ 4,167 | \$ 4,167 | \$ 4,167 | \$ 4,167 | \$ 4,167 | \$ 4,167 | \$ 4,167 | \$ 4,167 | \$ 4,167 | \$ 4,167 | \$ 50,000 | \$ 50,000 |
| Beverage Sales (Liquor, Comm Beer, Wine) | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 180,000 | \$ 180,000 |
| Merchandise & Misc Sales | \$ 1,667 | \$ 1,667 | \$ 1,667 | \$ 1,667 | \$ 1,667 | \$ 1,667 | \$ 1,667 | \$ 1,667 | \$ 1,667 | \$ 1,667 | \$ 1,667 | \$ 1,667 | \$ 20,000 | \$ 20,000 |
| Total Cash Receipts/Sales | \$166,667 | \$166,667 | \$166,667 | \$166,667 | \$166,667 | \$166,667 | \$166,667 | \$166,667 | \$166,667 | \$166,667 | \$166,667 | \$166,667 | \$2,000,000 | \$ 2,000,000 |
| TOTAL CASH AVAILABLE | \$251,667 | \$260,783 | \$269,900 | \$279,017 | \$288,133 | \$297,250 | \$306,367 | \$315,483 | \$324,600 | \$333,717 | \$342,833 | \$351,950 | \$2,085,000 | |
| CASH PAYMENTS: | | | | | | | | | | | | | | |
| A. Cost of Sales | | | | | | | | | | | | | | |
| Food Cost | \$ 37,917 | \$ 37,917 | \$ 37,917 | \$ 37,917 | \$ 37,917 | \$ 37,917 | \$ 37,917 | \$ 37,917 | \$ 37,917 | \$ 37,917 | \$ 37,917 | \$ 37,917 | \$ 455,000 | \$ 455,000 |
| Beverage Cost (Microbrew-retail on-premise) | \$ 5,625 | \$ 5,625 | \$ 5,625 | \$ 5,625 | \$ 5,625 | \$ 5,625 | \$ 5,625 | \$ 5,625 | \$ 5,625 | \$ 5,625 | \$ 5,625 | \$ 5,625 | \$ 67,500 | \$ 67,500 |
| Beverage Cost (Microbrew-wholesale/off-premise) | \$ 2,083 | \$ 2,083 | \$ 2,083 | \$ 2,083 | \$ 2,083 | \$ 2,083 | \$ 2,083 | \$ 2,083 | \$ 2,083 | \$ 2,083 | \$ 2,083 | \$ 2,083 | \$ 25,000 | \$ 25,000 |
| Beverage Cost (Liquor, Comm Beer, Wine) | \$ 4,500 | \$ 4,500 | \$ 4,500 | \$ 4,500 | \$ 4,500 | \$ 4,500 | \$ 4,500 | \$ 4,500 | \$ 4,500 | \$ 4,500 | \$ 4,500 | \$ 4,500 | \$ 54,000 | \$ 54,000 |
| Merchandise Cost | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 10,000 | \$ 10,000 |
| Total Cost of Sales | \$ 50,958 | \$ 50,958 | \$ 50,958 | \$ 50,958 | \$ 50,958 | \$ 50,958 | \$ 50,958 | \$ 50,958 | \$ 50,958 | \$ 50,958 | \$ 50,958 | \$ 50,958 | \$ 611,500 | \$ 611,500 |
| B. Operating/Variable Expenses | | | | | | | | | | | | | | |
| Payroll and Payroll Taxes | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 600,000 | \$ 600,000 |
| Direct Operating Expenses | \$ 9,333 | \$ 9,333 | \$ 9,333 | \$ 9,333 | \$ 9,333 | \$ 9,333 | \$ 9,333 | \$ 9,333 | \$ 9,333 | \$ 9,333 | \$ 9,333 | \$ 9,333 | \$ 112,000 | \$ 112,000 |
| Advertising, Marketing and Promotion | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 42,000 | \$ 42,000 |
| Music and Entertainment | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 24,000 | \$ 24,000 |
| Utilities | \$ 4,583 | \$ 4,583 | \$ 4,583 | \$ 4,583 | \$ 4,583 | \$ 4,583 | \$ 4,583 | \$ 4,583 | \$ 4,583 | \$ 4,583 | \$ 4,583 | \$ 4,583 | \$ 55,000 | \$ 55,000 |
| Administrative & General Expenses | \$ 6,500 | \$ 6,500 | \$ 6,500 | \$ 6,500 | \$ 6,500 | \$ 6,500 | \$ 6,500 | \$ 6,500 | \$ 6,500 | \$ 6,500 | \$ 6,500 | \$ 6,500 | \$ 78,000 | \$ 78,000 |
| Repairs & Maintenance | \$ 2,833 | \$ 2,833 | \$ 2,833 | \$ 2,833 | \$ 2,833 | \$ 2,833 | \$ 2,833 | \$ 2,833 | \$ 2,833 | \$ 2,833 | \$ 2,833 | \$ 2,833 | \$ 34,000 | \$ 34,000 |
| Management Fee to Brewpub Holdings, LLLP | \$ 8,333 | \$ 8,333 | \$ 8,333 | \$ 8,333 | \$ 8,333 | \$ 8,333 | \$ 8,333 | \$ 8,333 | \$ 8,333 | \$ 8,333 | \$ 8,333 | \$ 8,333 | \$ 100,000 | \$ 100,000 |
| Total Operating/Variable Expenses | \$ 87,083 | \$ 87,083 | \$ 87,083 | \$ 87,083 | \$ 87,083 | \$ 87,083 | \$ 87,083 | \$ 87,083 | \$ 87,083 | \$ 87,083 | \$ 87,083 | \$ 87,083 | \$ 1,045,000 | \$ 1,045,000 |
| C. Occupancy & Fixed Costs | | | | | | | | | | | | | | |
| Property Taxes/Esrow | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 35,000 | \$ 35,000 |
| Common Area Maintenance/Esrow | \$ 208 | \$ 208 | \$ 208 | \$ 208 | \$ 208 | \$ 208 | \$ 208 | \$ 208 | \$ 208 | \$ 208 | \$ 208 | \$ 208 | \$ 2,500 | \$ 2,500 |
| Property & Liability Insurance/Esrow | \$ 1,383 | \$ 1,383 | \$ 1,383 | \$ 1,383 | \$ 1,383 | \$ 1,383 | \$ 1,383 | \$ 1,383 | \$ 1,383 | \$ 1,383 | \$ 1,383 | \$ 1,383 | \$ 16,600 | \$ 16,600 |
| Total Occupancy/Fixed Costs (not incl depreciation) | \$ 4,508 | \$ 4,508 | \$ 4,508 | \$ 4,508 | \$ 4,508 | \$ 4,508 | \$ 4,508 | \$ 4,508 | \$ 4,508 | \$ 4,508 | \$ 4,508 | \$ 4,508 | \$ 54,100 | \$ 54,100 |
| D. Bank Loan Payments | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 180,000 | \$ 180,000 |
| TOTAL CASH PAID OUT | \$157,550 | \$157,550 | \$157,550 | \$157,550 | \$157,550 | \$157,550 | \$157,550 | \$157,550 | \$157,550 | \$157,550 | \$157,550 | \$157,550 | \$1,890,600 | \$ 1,890,600 |
| CASH BALANCE/DEFICIENCY | \$ 94,117 | \$ 103,233 | \$ 112,350 | \$ 121,467 | \$ 130,583 | \$ 139,700 | \$ 148,817 | \$ 157,933 | \$ 167,050 | \$ 176,167 | \$ 185,283 | \$ 194,400 | \$ 194,400 | Net Operating Cash Flow: |
| OWNER DRAWS | | | | | | | | | | | | | \$ (50,000) | \$ (50,000) |
| LOANS TO BE RECEIVED | | | | | | | | | | | | | \$ - | \$ - |
| EQUITY DEPOSITS | | | | | | | | | | | | | \$ - | \$ - |
| ENDING CASH BALANCE | \$ 94,117 | \$ 103,233 | \$ 112,350 | \$ 121,467 | \$ 130,583 | \$ 139,700 | \$ 148,817 | \$ 157,933 | \$ 167,050 | \$ 176,167 | \$ 185,283 | \$ 194,400 | \$ 144,400 | \$ 144,400 |

GRIDIRON BREW WORKSSM

GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS

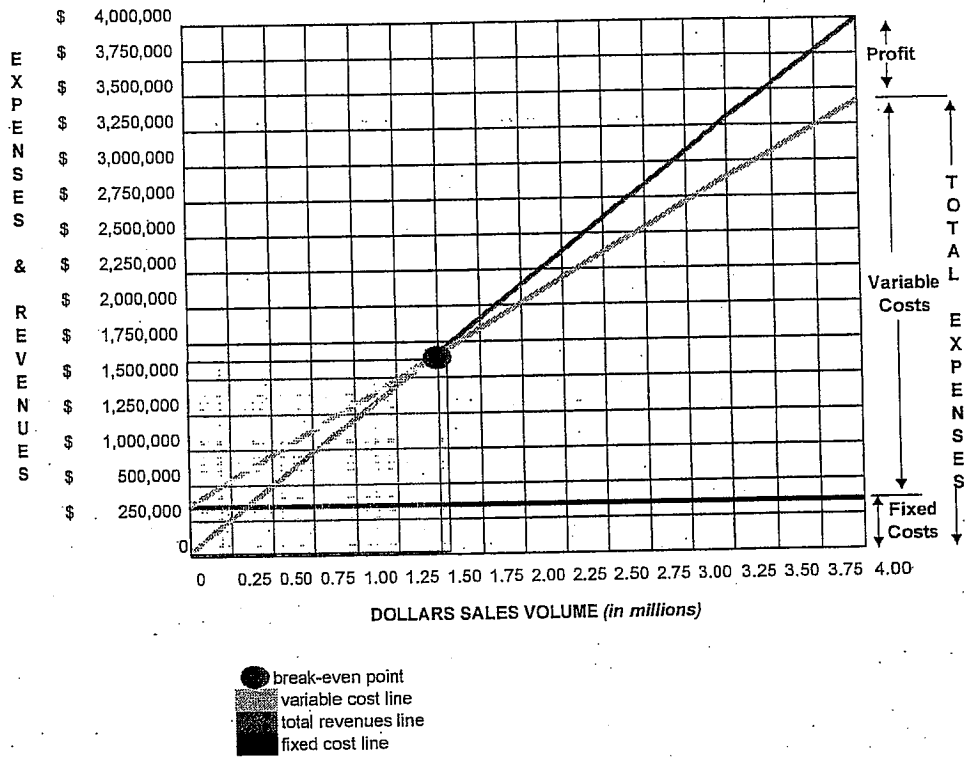
Break-Even Analysis

FORMULA: BREAK-EVEN POINT (SALES) = FIXED COSTS + [(VARIABLE COSTS/EST. REVENUES) X SALES]

FIXED COSTS: \$ 279,100
 VARIABLE COSTS: \$ 2,484,750
 ESTIMATED REVENUES: \$ 3,000,000

 BREAK-EVEN POINT (SALES) = \$ 1,625,036

Break-Even Analysis Graph



revised 3/14/06

GRIDIRON BREW WORKS™

GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS

Pro Forma Beginning Balance Sheet - Year One

Date of Projection: March 14, 2006

Date Projected For: Beginning of Year One of Operations

| ASSETS | | % of Assets | LIABILITIES | | % of Liabilities |
|------------------------------------|--------------------|----------------|-------------------------------------|---------------------|-----------------------|
| Current Assets | | | Current Liabilities | | |
| Cash | \$ 80,000 | 2.50% | Accounts Payable | \$ - | 0.00% |
| Petty Cash | \$ 5,000 | 0.16% | Notes Payable | \$ - | 0.00% |
| Accounts Receivable | \$ - | 0.00% | Interest Payable | \$ 10,250 | 0.55% |
| Inventory | \$ 20,000 | 0.63% | Payroll Accrual | \$ - | 0.00% |
| Short-Term Invstmnts/Cash Reserves | \$ 344,500 | 10.77% | Taxes Payable | | |
| Prepaid Expenses | \$ - | 0.00% | Sales Tax Accrual | \$ - | 0.00% |
| | | | Property Tax | \$ - | |
| | | | Management Fee Accrual | \$ - | 0.00% |
| Long-Term Investment | | | Long-Term Liabilities | | |
| Land (cost) | \$ 879,721 | 27.49% | Notes Payable | \$ 1,844,500 | 99.45% |
| Buildings | \$ 1,500,000 | 46.88% | | | |
| 1. Cost | \$ 1,500,000 | | | | |
| 2. Less Acc. Depr. | \$ - | | | | |
| Improvements | \$ - | 0.00% | | | |
| 1. Cost | \$ - | | | | |
| 2. Less Acc. Depr. | \$ - | | | | |
| Restaurant Equipment | \$ 150,000 | 4.69% | | | |
| 1. Cost | \$ 150,000 | | | | |
| 2. Less Acc. Depr. | \$ - | | | | |
| Brewery Equipment | \$ 100,000 | 3.13% | | | |
| 1. Cost | \$ 100,000 | | | | |
| 2. Less Acc. Depr. | \$ - | | | | |
| Furniture | \$ 50,000 | 1.56% | | | |
| 1. Cost | \$ 50,000 | | | | |
| 2. Less Acc. Depr. | \$ - | | | | |
| Autos/Vehicles | \$ - | 0.00% | | | |
| 1. Cost | \$ - | | | | |
| 2. Less Acc. Depr. | \$ - | | | | |
| Start-Up Costs & Intangibles | \$ 70,779 | 2.21% | | | |
| 1. Cost | \$ 70,779 | | | | |
| 2. Less Acc. Amort | \$ - | | | | |
| Other Assets | | | | | |
| 1. _____ | \$ - | 0.00% | | | |
| TOTAL ASSETS: | \$3,200,000 | 100.00% | TOTAL LIABILITIES | \$ 1,854,750 | 100.00% |
| | | | | | |
| | | | NET WORTH (EQUITY) | | |
| | | | | | % of Net Worth |
| | | | Class A Members (31.25% equity) | \$ 420,391 | 31.25% |
| | | | Class B Member (68.75% equity) | \$ 924,859 | 68.75% |
| | | | TOTAL NET WORTH | \$ 1,345,250 | 100.00% |
| | | | Assets - Liabilities = Net Worth | | |
| TOTAL ASSETS: | \$3,200,000 | 100.00% | NET WORTH + LIABILITIES: | \$ 3,200,000 | |
| | | | Liabilities + Equity = Total Assets | | |

GRIDIRON BREW WORKS™

GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS

Pro Forma Year-End Balance Sheet - Year One

Date of Projection: March 14, 2006

Date Projected For: End of Year One of Operations

| ASSETS | % of Assets | LIABILITIES | % of Liabilities | | |
|------------------------------------|--------------------|----------------------------|-------------------------------------|---------------------|-------------------|
| Current Assets | | Current Liabilities | | | |
| Cash | \$ 139,400 | 4.39% | Accounts Payable | \$ 5,000 | 0.27% |
| Petty Cash | \$ 5,000 | 0.16% | Notes Payable | \$ 45,000 | 2.44% |
| Accounts Receivable | \$ 3,000 | 0.09% | Interest Payable | \$ 10,200 | 0.55% |
| Inventory | \$ 30,000 | 0.94% | Payroll Accrual | \$ 12,500 | 0.68% |
| Short-Term Invstmnts/Cash Reserves | \$ 344,500 | 10.84% | Taxes Payable | | |
| Prepaid Expenses | \$ - | 0.00% | Sales Tax Accrual | \$ 10,638 | 0.58% |
| | | | Property Tax | \$ - | |
| Long-Term Investment | | | Management Fee Accrual | \$ 8,333 | 0.45% |
| Land (cost) | \$ 879,721 | 27.69% | Long-Term Liabilities | | |
| Buildings | \$1,461,538 | 46.00% | Notes Payable | \$ 1,755,000 | 95.04% |
| 1. Cost | \$ 1,500,000 | | | | |
| 2. Less Acc. Depr. | \$ 38,462 | | | | |
| Improvements | \$ - | 0.00% | TOTAL LIABILITIES | \$ 1,846,671 | 100.00% |
| 1. Cost | \$ - | | | | |
| 2. Less Acc. Depr. | \$ - | | | | |
| Restaurant Equipment | \$ 128,571 | 4.05% | NET WORTH (EQUITY) | | % of Net Worth |
| 1. Cost | \$ 150,000 | | Class A Members (31.25% equity) | \$ 415,704 | 31.25% |
| 2. Less Acc. Depr. | \$ 21,429 | | Class B Member (68.75% equity) | \$ 914,549 | 68.75% |
| Brewery Equipment | \$ 85,714 | 2.70% | | | |
| 1. Cost | \$ 100,000 | | | | |
| 2. Less Acc. Depr. | \$ 14,286 | | | | |
| Furniture | \$ 42,857 | 1.35% | | | |
| 1. Cost | \$ 50,000 | | | | |
| 2. Less Acc. Depr. | \$ 7,143 | | | | |
| Autos/Vehicles | \$ - | 0.00% | | | |
| 1. Cost | \$ - | | | | |
| 2. Less Acc. Depr. | \$ - | | | | |
| Start-Up Costs & Intangibles | \$ 56,623 | 1.78% | | | |
| 1. Cost | \$ 70,779 | | | | |
| 2. Less Acc. Amort | \$ 14,156 | | | | |
| Other Assets | | | TOTAL NET WORTH | \$ 1,330,253 | 100.00% |
| 1. _____ | \$ - | 0.00% | Assets - Liabilities = Net Worth | | |
| TOTAL ASSETS: | \$3,176,924 | 100.00% | NET WORTH + LIABILITIES: | \$ 3,176,924 | |
| | | | Liabilities + Equity = Total Assets | | |

GRIDIRON BREW WORKS™

revised 3/14/06

GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS

Pro Forma Financial Statement Analysis - Ratios (End of Year One)

| TYPE OF ANALYSIS | FORMULA | PROJECTED END OF YEAR ONE |
|---|--|---|
| 1. Liquidity Analysis | | |
| a. Net Working Capital | Balance Sheet Current Assets -Current Liabilities | Current Assets \$ 521,900 Current Liabilities \$ (91,671) Net Working Capital \$ 430,229 |
| b. Current Ratio | Balance Sheet Current Assets Current Liabilities | Current Assets \$ 521,900 Current Liabilities \$ 91,671 Current Ratio 569.3% |
| c. Quick Ratio | Balance Sheet Current Assets minus Inventory Current Liabilities | Current Assets \$ 521,900 Inventory \$ 30,000 Current Liabilities \$ 91,671 Quick Ratio 536.6% |
| 2. Profitability Analysis | | |
| a. Gross Profit Margin | Income Statement Gross Profits Sales | Gross Profits \$ 1,388,500 Sales \$ 2,000,000 Gross Profit Margin 69.4% |
| b. Operating Profit Margin | Income Statement Income from Operations Sales | Income From Operations \$ 194,400 Sales \$ 2,000,000 Operating Profit Margin 9.7% |
| c. Net Profit Margin | Income Statement Net Profits Sales | Net Profits \$ 64,400 Sales \$ 2,000,000 Net Profit Margin 3.2% |
| 3. Debt Ratios | | |
| a. Debt to Assets | Balance Sheet Total Liabilities Total Assets | Total Liabilities \$ 1,846,671 Total Assets \$ 3,176,924 Debt to Assets Ratio 58.1% |
| b. Debt to Equity | Balance Sheet Total Liabilities Total Owners' Equity | Total Liabilities \$ 1,846,671 Total Owners' Equity \$ 1,330,253 Debt to Equity Ratio 138.8% |
| 4. Measure of Investment | | |
| a. Return on Investment | Balance Sheet Net Profits Total Assets | Net Profits \$ 64,400 Total Assets \$ 3,176,924 Return on Investment (ROI) 2.0% |
| 5. Verticle Financial Statement Analysis | | |
| | Balance Sheet 1. Each asset % of Total Assets 2. Liability & Equity % of Total L&E | Note: See Attached Balance Sheet and Income Statement |

APPENDIX

Part B

Supporting Documents

GRIDIRON BREW WORKS, LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

GRIDIRON BREW WORKS, LLC (the "Company") is an Illinois limited liability company being formed to own and operate "GRIDIRON BREW WORKS", a full service restaurant and brewpub to be located at the Shoppes at College Hills, in Normal, Illinois. The Company will carry out all or a significant amount of its business within the State of Illinois.

All investment in the Company will be illiquid in that no present market exists for the interests offered hereby and none is expected to develop. An investment in the Company involves significant risks. Prospective investors should read the section captioned "Risk Factors" in this Memorandum. In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved.

The Company will seek commitments aggregating up to \$1,000,000 from Class A Members in the Company. The minimum investment will be \$25,000, and will be payable in cash. The offering period will be scheduled to end on March 31, 2006, but may be terminated earlier or extended to a later date.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED WITH OR APPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAS SUCH COMMISSION OR THE REGULATORY AUTHORITY OF ANY STATE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES OFFERED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

THIS OFFERING OF SECURITIES IS BEING MADE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER SECTION 4(2) OF THE SECURITIES ACT OF 1933 FOR AN OFFER AND SALE OF SECURITIES WHICH DOES NOT INVOLVE A PUBLIC OFFERING AND ALSO IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER SECTION 3(a)(11) OF THE SECURITIES ACT OF 1933 FOR AN OFFER AND SALE OF SECURITIES WHICH INVOLVES AN INTRASTATE OFFERING. NO PUBLIC OR OTHER MARKET WILL DEVELOP FOR THE SECURITIES. IN ADDITION, THESE SECURITIES ARE OFFERED AND WILL BE SOLD EXCLUSIVELY TO BONA FIDE RESIDENTS OF ILLINOIS AND HAVE NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933.

EACH SUBSCRIBER, BY EXECUTING A SUBSCRIPTION AGREEMENT FOR THESE SECURITIES, MUST REPRESENT AND WARRANT (1) THAT HE OR SHE IS A BONA FIDE RESIDENT OF ILLINOIS AND THAT HE OR SHE IS PURCHASING THESE SECURITIES FOR HIS OR HER OWN ACCOUNT AND NOT WITH ANY VIEW TO THEIR PUBLIC DISTRIBUTION OR RESALE TO NONRESIDENTS OF ILLINOIS; (2) THAT HE OR SHE IS A SOPHISTICATED INVESTOR AND THEREFORE HAS ENOUGH KNOWLEDGE AND EXPERIENCE IN FINANCE AND BUSINESS MATTERS TO EVALUATE THE RISKS AND MERITS OF THE INVESTMENT AND IS ABLE TO BEAR THE INVESTMENT'S ECONOMIC RISK; (3) THAT HE OR SHE HAS RECEIVED, FULLY READ AND UNDERSTANDS THIS PRIVATE PLACEMENT MEMORANDUM; (4) THAT THE PURCHASED SECURITIES WILL BE SUBJECT TO TRANSFER RESTRICTIONS

INCLUDING BUT NOT LIMITED TO THE RESTRICTION AGAINST A TRANSFER TO NONRESIDENTS OF ILLINOIS FOR A PERIOD OF NINE MONTHS AFTER THE LAST SALE BY THE COMPANY OF ANY PART OF THE SECURITIES OFFERED HEREBY AND THAT ANY TRANSFER IN VIOLATION OF SUCH RESTRICTION WILL BE VOID AND MAY VIOLATE SAID SECURITIES ACT OF 1933; (5) THAT NEITHER GENERAL SOLICITATION NOR ADVERTISING WERE USED TO MARKET THE SECURITIES; (6) THAT HE OR SHE HAS RECEIVED AND HAD AN OPPORTUNITY TO REVIEW AND UNDERSTANDS ALL DOCUMENTS PERTAINING TO THIS INVESTMENT, INCLUDING BUT NOT LIMITED TO THE BUSINESS PLAN AND ITS ATTACHMENTS AND THE OPERATING AGREEMENT FOR THE COMPANY, AND HAS HAD AN OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE PROMOTERS OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE INVESTMENT; (7) THAT HE OR SHE DOES IN FACT APPRECIATE THE SPECULATIVE NATURE OF THE INVESTMENT AND THEREFORE UNDERSTANDS THAT THE INVESTMENT HAS SUBSTANTIAL RISKS; (8) THAT THE SECURITIES HAVE NOT BEEN REGISTERED UNDER EITHER THE SECURITIES ACT OF 1933 OR PURSUANT TO THE PROVISIONS OF ANY STATE SECURITIES ACT AND THAT THE COMPANY IS UNDER NO OBLIGATION TO REGISTER THE SECURITIES UNDER THE SECURITIES ACT OF 1933; (9) THAT TO PREVENT THE ILLEGAL SALE OF THE SECURITIES, THE COMPANY WILL NOT RECOGNIZE THE TRANSFER OF THE SECURITIES ON ITS RECORDS UNLESS SOLD PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO AN EXEMPTION UNDER THE SECURITIES ACT OF 1933 AND PURSUANT TO THE OPERATING AGREEMENT OF THE COMPANY; AND (10) THAT HIS OR HER SUBSCRIPTION IS VOID IF SUCH REPRESENTATIONS ARE UNTRUE.

AN INVESTMENT IN THE COMPANY WILL BE ILLIQUID. AS A RESULT, PROSPECTIVE INVESTORS SHOULD ACQUIRE AN INVESTMENT IN THE COMPANY ONLY IF THEY CAN BEAR FOR AN INDEFINITE PERIOD OF TIME THE ECONOMIC RISKS ASSOCIATED WITH AN ILLIQUID INVESTMENT.

NO COMMISSION OR OTHER REMUNERATION HAS BEEN OR WILL BE PAID OR GIVEN DIRECTLY OR INDIRECTLY FOR OR ON ACCOUNT OF THE SALE, OR THE PROCURING OR SOLICITING OF THE SALE, OF ANY OF THE SECURITIES TO BE ISSUED AND ACQUIRED PURSUANT TO THIS OFFERING.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUCT THE CONTENTS OF THIS MEMORANDUM AS INVESTMENT, TAX OR LEGAL ADVICE. THIS MEMORANDUM AND THE APPENDICES HERETO, AS WELL AS THE NATURE OF THE INVESTMENT, SHOULD BE REVIEWED BY EACH PROSPECTIVE INVESTOR'S INVESTMENT ADVISER, ACCOUNTANT AND/OR LEGAL COUNSEL. EACH INVESTOR WILL BE REQUIRED TO STIPULATE IN HIS OR HER SUBSCRIPTION AGREEMENT THAT HE OR SHE HAS NOT RELIED UPON THE COMPANY OR THE COMPANY'S MANAGER FOR INVESTMENT, TAX OR LEGAL ADVICE AND THAT THE INVESTOR HAS RELIED ONLY ON HIS OR HER OWN ADVISOR(S) FOR INVESTMENT, TAX AND LEGAL ADVICE.

OFFERS OF SECURITIES WILL ONLY BE MADE PURSUANT TO THIS MEMORANDUM (INCLUDING APPENDICES, ATTACHMENTS, AMENDMENTS AND SUPPLEMENTS) AND DOCUMENTS SUMMARIZED HEREIN.

THE MANAGER WILL MAKE AVAILABLE TO EACH PROSPECTIVE INVESTOR THE OPPORTUNITY TO ASK QUESTIONS AND RECEIVE ANSWERS CONCERNING THE TERMS AND CONDITIONS OF AN INVESTMENT IN THE COMPANY OR ANY OTHER RELEVANT MATTERS, AND TO HAVE ACCESS TO AND OBTAIN ANY ADDITIONAL INFORMATION (TO THE EXTENT THAT THE MANAGER POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT

WITHOUT UNREASONABLE EFFORT OR EXPENSE) NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION HEREIN SET FORTH. A PROSPECTIVE INVESTOR HAVING QUESTIONS OR DESIRING ADDITIONAL INFORMATION SHOULD CONTACT THE MANAGER.

THIS OFFER CAN BE WITHDRAWN AT ANY TIME AND IS SPECIFICALLY MADE SUBJECT TO THE TERMS DESCRIBED IN THIS MEMORANDUM AND IN THE PRE-ORGANIZATION SUBSCRIPTION AGREEMENT. THE MANAGER RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART.

THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF PROSPECTIVE INVESTORS IN THE COMPANY AND CONSTITUTES AN OFFER ONLY TO THE PROSPECTIVE INVESTOR TO WHOM IT WAS DELIVERED. DISTRIBUTION OF THIS MEMORANDUM AND ANY OTHER DOCUMENTS OR PLANS PROVIDED TO PROSPECTIVE INVESTORS BY THE COMPANY OR ITS PROPOSED MANAGER TO ANY PERSON OTHER THAN SUCH PROSPECTIVE INVESTOR AND THOSE PERSONS RETAINED TO ADVISE HIM OR HER WITH RESPECT THERETO IS UNAUTHORIZED, AND ANY REPRODUCTION OF THIS MEMORANDUM OR THE OTHER DOCUMENTS OR PLANS, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY CONTENTS HEREOF OR THEREOF, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGER, IS STRICTLY PROHIBITED. EACH PROSPECTIVE INVESTOR, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN IT AND ALL OTHER RELATED DOCUMENTS TO THE MANAGER AT ITS REQUEST IF THE PROSPECTIVE INVESTOR DOES NOT DECIDE TO INVEST IN THE COMPANY, IF THE PROSPECTIVE INVESTOR'S SUBSCRIPTION IS NOT ACCEPTED OR IF THE OFFERING IS TERMINATED.

THE OFFERING PRICE OF THE COMPANY MEMBERSHIP UNITS HAS BEEN FIXED ARBITRARILY BY THE MANAGER AND THE COMPANY. THERE IS NO ESTABLISHED MARKET VALUE FOR THE COMPANY MEMBERSHIP UNITS. EACH PROSPECTIVE INVESTOR IS URGED TO MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF THE OFFERING PRICE.

THIS MEMORANDUM CONTAINS SUMMARIES BELIEVED TO BE ACCURATE WITH RESPECT TO CERTAIN TERMS OF CERTAIN DOCUMENTS, BUT REFERENCE IS MADE HEREBY TO THE ACTUAL DOCUMENTS (COPIES OF WHICH ARE PROVIDED HERewith AND/OR ATTACHED HERETO AND/OR WILL BE MADE AVAILABLE TO PROSPECTIVE SUBSCRIBERS UPON REQUEST). FOR COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES THERETO, AND ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THIS REFERENCE.

THIS MEMORANDUM SHALL NOT BE CONSIDERED AN OFFER BY THE COMPANY, THE MANAGER OR ANY OTHER PERSON IN ANY JURISDICTION IN WHICH SUCH AN OFFER IS UNLAWFUL OR PROHIBITED.

RISK FACTORS

THE PURCHASE OF THE SECURITIES INVOLVES SUBSTANTIAL RISKS, AND THE INVESTMENT IS SUITABLE ONLY FOR PERSONS WITH THE FINANCIAL CAPABILITY TO MAKE AND HOLD LONG TERM INVESTMENTS NOT READILY CONVERTIBLE INTO CASH AND WHO CAN AFFORD A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS MUST HAVE ADEQUATE MEANS OF PROVIDING FOR THEIR CURRENT AND FUTURE NEEDS AND PERSONAL CONTINGENCIES. INVESTORS SHOULD CONSIDER CAREFULLY THE FOLLOWING RISK FACTORS, AS WELL AS THE INFORMATION AND RISKS DESCRIBED ELSEWHERE IN THIS

MEMORANDUM BEFORE PURCHASING ANY SECURITIES. INVESTORS SHOULD UNDERSTAND THAT THERE IS A POSSIBILITY THAT THEY COULD LOSE THEIR ENTIRE INVESTMENT IN THE COMPANY.

A. RISKS RELATED TO THE SECURITIES

I. *INVESTMENT AT RISK.* THE PROCEEDS FROM THE SALE OF THE SECURITIES REPRESENT "AT-RISK" CAPITAL. THE GROSS PROCEEDS FROM THIS OFFERING WILL BE USED BY THE COMPANY TO PAY ORGANIZATIONAL, FINANCING, PLANNING, LEGAL, AND OTHER STARTUP EXPENSES.

II. *NO SECURITIES REGISTRATION.* THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE APPLICABLE SECURITIES DIVISION OF THE STATE OF ILLINOIS, IN RELIANCE ON THE EXEMPTIONS FROM REGISTRATION CONTAINED IN THE ILLINOIS SECURITIES LAW OF 1953. THE OFFERING HAS NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES LAWS, IN RELIANCE ON THE EXEMPTION FROM REGISTRATION UNDER SECTIONS 3(a)(11) AND 4(2) OF THE SECURITIES ACT OF 1933.

III. *LIMITED MARKET FOR THE SECURITIES/RESTRICTION ON TRANSFER.* THERE IS CURRENTLY NO MARKET FOR THE SECURITIES OFFERED HEREIN. THE COMPANY DOES NOT INTEND TO PLACE THE SECURITIES ON ANY SECURITIES EXCHANGE, AND A MARKET FOR THE SECURITIES MIGHT NOT DEVELOP. IF A MARKET FOR ANY OF THE SECURITIES DEVELOPS, THE PRICE FOR THE SECURITIES COULD BE HIGHER OR LOWER THAN THE PRICE PAID BY INVESTORS. THE PRICE OF THE SECURITIES DEPENDS ON A NUMBER OF FACTORS, INCLUDING PREVAILING INTEREST RATES, THE COMPANY'S OPERATING RESULTS AND THE MARKET FOR SIMILAR SECURITIES. THE SECURITIES ARE EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, AND ACCORDINGLY THERE WILL BE NO PUBLIC INFORMATION WITH REGARD TO REPORTS, PROXY STATEMENTS, OR OTHER INFORMATION THAT WOULD OTHERWISE BE FILED WITH THE SEC IF THE COMPANY OR THE SECURITIES WERE SUBJECT TO REGISTRATION. THE PURCHASE OF THESE SECURITIES SHOULD BE CONSIDERED A LONG-TERM DECISION BY EACH INVESTOR.

IV. *LIQUIDATION RIGHTS.* THE LIQUIDATION RIGHTS WITH REGARD TO THE SECURITIES WILL BE JUNIOR TO ANY OUTSTANDING DEBT OF THE COMPANY AND ANY DEBT THAT THE COMPANY MAY TAKE ON IN THE FUTURE. IF THE COMPANY ISSUES ANY SENIOR SECURITIES WITH PREFERRED RIGHTS, THE COMPANY MAY BE REQUIRED TO PAY THE LIQUIDATION RIGHTS ASSOCIATED WITH THOSE SECURITIES PRIOR TO PAYING ANY AMOUNTS TO THE HOLDERS OF THESE SECURITIES.

V. *LACK OF VOTING CONTROL.* ANY VOTING MEMBERSHIP UNITS SOLD IN THIS OFFERING WILL NOT REPRESENT A MAJORITY INTEREST OF THE TOTAL VOTING RIGHTS IN THE COMPANY.

B. RISKS RELATED TO THE COMPANY

I. *NO OPERATING HISTORY.* THIS INVESTMENT INVOLVES A PRE-ORGANIZATION INVESTMENT, AND SINCE THE COMPANY IS NOT YET FORMED, IT HAS NO HISTORY OF OPERATIONS. THE PROPOSED OPERATIONS OF THE COMPANY ARE SUBJECT TO ALL THE RISKS INHERENT IN THE ESTABLISHMENT OF A NEW BUSINESS ENTERPRISE. THERE IS NO ASSURANCE THAT THE COMPANY WILL BE SUCCESSFUL IN COMPLETING THIS OFFERING, IN SECURING ADDITIONAL DEBT FINANCING, AND/OR IN ITS EFFORTS TO OPERATE THE BUSINESS. EVEN IF THE COMPANY SUCCESSFULLY MEETS ALL OF THESE OBJECTIVES AND BEGINS OPERATIONS, THERE IS NO ASSURANCE THAT THE COMPANY WILL BE ABLE TO MAKE A PROFIT.

II. *FINANCING UNCERTAINTIES.* THE COMPANY WILL NEED ADDITIONAL FUNDS TO FINANCE WORKING CAPITAL, CONSTRUCTION, FURNITURE, EQUIPMENT, FACILITIES, INVENTORIES, AND START-UP OPERATIONS. AS OF THE DATE OF THIS AGREEMENT, THE COMPANY HAS NOT YET OBTAINED ANY ADDITIONAL FINANCING. IF ADDITIONAL FINANCING IS UNAVAILABLE, THE COMPANY MAY BE FORCED TO ABANDON THE BUSINESS.

III. *NO FINALIZED AGREEMENTS.* PROSPECTIVE INVESTORS SHOULD BE AWARE THAT, IN ADDITION TO THE ABOVE RISK FACTORS, AS WELL AS THE RISKS CONTAINED AND DISCUSSED ELSEWHERE IN THIS MEMORANDUM, THIS MEMORANDUM MAKES REFERENCE TO DOCUMENTS OR AGREEMENTS THAT ARE NOT YET FINAL OR EXECUTED, AND PLANS THAT HAVE NOT BEEN IMPLEMENTED. IN SOME INSTANCES SUCH DOCUMENTS OR AGREEMENTS ARE NOT EVEN IN DRAFT FORM. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THE DEFINITIVE VERSIONS OF THOSE AGREEMENTS, DOCUMENTS, PLANS OR PROPOSALS MAY CONTAIN TERMS OR CONDITIONS THAT VARY SIGNIFICANTLY FROM THE TERMS AND CONDITIONS DESCRIBED AND THAT PROPOSALS, PLANS OR AGREEMENTS NOT IN FINAL FORM MAY NOT MATERIALIZE OR, IF THEY DO MATERIALIZE, MAY NOT PROVE TO BE PROFITABLE.

IV. *CONFLICTS OF INTEREST.* THE BUSINESS OF THE COMPANY AND THE MANAGER ALSO INVOLVES ACTUAL AND POTENTIAL CONFLICTS OF INTEREST. REFERENCE SHOULD BE MADE TO SECTION 14.14 OF THE "OPERATING AGREEMENT".

C. RISKS RELATED TO OPERATION

I. *CAPITAL REQUIREMENTS.* THE COMPANY'S OPERATION MAY PROVE CAPITAL INTENSIVE AND REQUIRE SUBSTANTIAL AMOUNTS OF CASH RESERVES. THE COMPANY MAY NOT GENERATE SUFFICIENT OPERATING PROFITS TO MEET SUCH CAPITAL REQUIREMENTS. IT MAY NEED ADDITIONAL FINANCING FOLLOWING THE START-UP OF OPERATIONS. RESULTING RISKS INCLUDE THE RISK OF FORECLOSURE BY LENDERS OR BANKRUPTCY IF THE COMPANY IS UNABLE TO PAY ITS DEBTS AS THEY BECOME DUE. IF THE COMPANY OBTAINS ADDITIONAL FINANCING BY THE ISSUANCE OF ADDITIONAL MEMBERSHIP UNITS, INVESTORS IN THIS OFFERING WOULD SUFFER DILUTION IN THEIR PERCENTAGE OWNERSHIP AND VOTING RIGHTS, THEREBY POTENTIALLY INDIRECTLY REDUCING THEIR SHARE OF THE COMPANY'S NET INCOME, NET LOSSES AND DISTRIBUTIONS. NO ASSURANCE CAN BE MADE THAT SUCH ADDITIONAL FINANCING WOULD BE AVAILABLE IF REQUIRED OR, IF AVAILABLE, THAT IT WOULD BE ON TERMS ACCEPTABLE TO THE COMPANY. IF FUTURE FINANCING IS UNAVAILABLE FOR ANY REASON, THE COMPANY MAY BE FORCED TO DISCONTINUE OPERATIONS.

II. *COMPETITION.* INVESTORS SHOULD UNDERSTAND THAT THE COMPANY MAY FACE A CHALLENGE FROM OTHER COMPETITORS THAT MAY ALSO BE ABLE TO OFFER A WIDER OR BETTER RANGE OF PRODUCTS AND/OR AT A LOWER PRICE.

III. *AVAILABILITY AND COST OF LABOR.* THE COMPANY'S SUCCESS WILL DEPEND, IN PART, ON ITS ABILITY TO ATTRACT AND RETAIN QUALIFIED PERSONNEL AT A COMPETITIVE WAGE. THERE IS NO ASSURANCE THAT THE COMPANY WILL BE SUCCESSFUL IN ATTRACTING AND RETAINING QUALIFIED PERSONNEL. IF THE COMPANY IS UNSUCCESSFUL IN THIS REGARD, SUCH EVENT MAY HAVE A MATERIAL ADVERSE EFFECT ON THE COMPANY, ITS OPERATIONS, CASH FLOWS AND FINANCIAL PERFORMANCE.

IV. *AVAILABILITY AND COST OF INSURANCE.* THE COMPANY MAY NEED TO OBTAIN LIABILITY, PROPERTY AND CASUALTY AND OTHER POLICIES OF INSURANCE PRIOR TO THE COMMENCEMENT OF ITS OPERATIONS AND MAINTAIN SUCH INSURANCE

COVERAGE THEREAFTER DURING OPERATIONS. THERE IS NO ASSURANCE THAT THE COMPANY WILL BE ABLE TO OBTAIN SUCH INSURANCE ON TERMS ACCEPTABLE TO IT, OR IF AT ALL. ANY FAILURE BY THE COMPANY TO SECURE AND MAINTAIN ADEQUATE INSURANCE, WITH ADEQUATE POLICY LIMITS AND/OR SELF-RETENTION LIMITS, MAY HAVE A MATERIAL ADVERSE EFFECT ON THE COMPANY, ITS OPERATIONS, CASH FLOWS AND FINANCIAL PERFORMANCE.

V. *GOVERNMENTAL REGULATIONS*. THE COMPANY WILL BE SUBJECT TO FEDERAL, STATE, AND LOCAL STATUTES, LAWS, ORDINANCES, RULES AND REGULATIONS THAT APPLY TO OTHER SIMILARLY-SITUATED COMPANIES, ENCOMPASSING AREAS THAT INCLUDE, BUT ARE NOT LIMITED TO, WORKERS' COMPENSATION, EMPLOYER-EMPLOYEE RELATIONS, EMPLOYEE BENEFITS, ADA COMPLIANCY, TAXATION AND CONTRACTUAL RELATIONSHIPS. SOME OF THE AGENCIES AND ORGANIZATIONS THAT COULD IN THE FUTURE HAVE A REGULATORY IMPACT ON THE COMPANY MAY INCLUDE THE DEPARTMENTS IN ILLINOIS DEALING WITH LABOR, LIQUOR CONTROL, TAXATION AND OTHERS. THE COMPANY MAY ALSO HAVE TO COMPLY WITH LOCAL LAWS AND REGULATIONS, INCLUDING THOSE RELATING TO ZONING, LAND USE AND BUILDING PERMITS, HEALTH CODES, LIQUOR SALES AND PRODUCTION, AS WELL AS LOCALLY-IMPOSED PROPERTY TAXES. ON THE FEDERAL LEVEL, THE COMPANY MAY BE IMPACTED BY THE INTERNAL REVENUE SERVICE, THE ALCOHOL AND TOBACCO TAX AND TRADE BUREAU AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, AMONG OTHERS.

D. FORWARD LOOKING STATEMENTS

THE COMPANY'S BUSINESS PLAN CONTAINS "FORWARD LOOKING STATEMENTS" WITHIN THE MEANING OF SECTION 27A OF THE SECURITIES ACT OF 1933 AND SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, INCLUDING STATEMENTS CONTAINING THE WORDS "ANTICIPATES", "BELIEVES", "INTENDS", "ESTIMATES", "EXPECTS", "PROJECTS" AND WORDS OF SIMILAR IMPORT. THESE FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE THE COMPANY'S ACTUAL RESULTS TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. SUCH FACTORS INCLUDE, AMONG OTHERS, THOSE DISCUSSED IN THIS MEMORANDUM UNDER THE CAPTION "RISK FACTORS". CERTAIN FACTORS ARE DISCUSSED IN MORE DETAIL HERE AND ELSEWHERE IN THIS MEMORANDUM, IN THE BUSINESS PLAN AND IN DOCUMENTS INCLUDED THEREWITH OR HERewith. GIVEN THESE UNCERTAINTIES, PROSPECTIVE INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON SUCH FORWARD LOOKING STATEMENTS. THE COMPANY DISCLAIMS ANY OBLIGATIONS TO UPDATE ANY SUCH FACTORS OR PUBLICLY ANNOUNCE THE RESULT OF ANY REVISIONS TO ANY OF THE FORWARD LOOKING STATEMENTS TO REFLECT FUTURE EVENTS OR DEVELOPMENTS.

OPERATING AGREEMENT

FOR

GRIDIRON
BREW WORKS™

AT

THE SHOPPES AT COLLEGE HILLS

NORMAL, ILLINOIS

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ARTICLE 1. GENERAL PROVISIONS

1.1 Name/Principal Office in Illinois.

The Company shall operate under the name of **GRIDIRON BREW WORKS, LLC** (hereinafter called the "Company") or such other name or names or trade or assumed names as the Company from time to time may determine. The principal office of the Company shall be located at 318 South Towanda Avenue, Normal, Illinois, 61761.

1.2 Other Offices.

The Company may have places of business or other offices, either within or without the State of Illinois, as the Manager may determine or as shall be appropriate for the conduct of its business.

1.3 Number of Managers.

The initial number of Managers shall be One (1) and the initial Manager shall be **BREW PUB HOLDINGS, LLLP**, an Illinois Limited Liability Limited Partnership. The Manager shall have such powers and be subject to such duties as are provided in this Operating Agreement. The Manager need not be a Member.

1.4 Fiscal Year.

The fiscal year of the Company shall end at the close of business on the last day of December of each year.

1.5 Purpose.

The Company is organized for the purposes of developing, owning, constructing, carrying on, managing, controlling, conducting and operating a restaurant and brewery business on property owned or leased by the Company and the transaction of any or all other lawful businesses for which limited liability companies may be organized.

ARTICLE 2. DEFINITIONS

2.1 Credited Capital Contribution.

The term "credited capital contribution" shall mean the amount credited to a Member's capital account for the Company, as set forth in Section 3.1.

2.2 Capital Account.

Each Member's capital account shall be maintained as required by the Treasury Regulations promulgated under Section 704 of the Internal Revenue Code (the "Code"). Notwithstanding any provision of this Agreement to the contrary, the "qualified income

offset" and the "minimum gain chargeback" provisions of the Treasury Regulations promulgated under Section 704(b) of the Code shall be incorporated herein to the extent necessary to cause the allocation provisions herein to have substantial economic effect under Section 704(b) of the Code. Notwithstanding any provision of this Agreement to the contrary, to the extent required by law, income, gain, loss and deduction attributable to property contributed to the Company by a Member shall be allocated among the Members so as to take into account any variation between the tax basis of the property and the fair market value thereof at the time of contribution, in accordance with the requirements of Section 704(c) of the Internal Revenue Code, as amended, and the applicable Treasury Regulations thereunder.

The term "capital account" shall mean the sum of:

- a. Each Member's initial capital contribution as referenced in Section 3.1; and
- b. Any net profits allocated to the Member's account under Article 4, less the sum of:
- c. Any net losses allocated to the Member's account under Article 4; and
- d. The amount of any cash distributions and the Company's adjusted basis in any property distributions (net of liabilities assumed by such Member or liabilities to which such property is subject) to the Member.

No interest shall be paid to any Member with respect to the Member's capital account balance.

2.3 Net Income (Loss).

The terms "net income" and "net losses" shall mean the comprehensive net income or loss of the Company determined in accordance with generally accepted accounting principles.

2.4 Cash Flow.

The term "cash flow" shall mean the excess of cash receipts over cash disbursements for the applicable period; provided, however, cash flow shall not include any cash received pursuant to the dissolution and termination of the Company.

2.5 Distributable Cash.

The term "distributable cash" shall mean cash flow for the applicable period reduced (or increased) by such amounts which are determined by the Manager to be reasonably necessary (or no longer necessary) to be expended or held as reserves for the conduct of Company business, including capital improvements, capital purchases and future payments of anticipated obligations and liabilities, subject to the terms and provisions of Article 4 of this Agreement.

2.6 Members.

The term "Members" shall refer to those business entities or individuals, who are members of the Company, including substitute and new Members under Article 8. References to

"Members" shall mean both Class A and Class B Members. References to only Members in a particular class shall expressly reference that class.

2.7 Majority In Interest of Members.

The term "majority in interest of Members" or similar term shall refer to a majority in interest of the Capital Account held by such Members.

2.8 Tax Returns and Member's Tax Documents

The Manager shall be responsible for completion and distribution of any tax returns and tax documents to be distributed to Members.

2.9 Class A Members.

The term "Class A Members" shall refer to the membership interest initially held by those individuals or entities which are identified on the signature pages hereto as Class A Members.

2.10 Class B Member.

The term "Class B Member" shall refer to the membership interest initially held by **BREW PUB HOLDINGS, LLLP**, an Illinois Limited Liability Limited Partnership.

2.11 Stipulated Allocation

The term "Stipulated Allocation" shall mean an initial allocation of forty percent (40%) to the Class A Members as a group and sixty percent (60%) to the Class B Member, subject to proportionate adjustment as described herein. Allocations within Class A shall be made pro-rata according to the number of units.

ARTICLE 3. CAPITAL ACCOUNTS AND CONTRIBUTIONS

3.1 Initial Members' Capital Accounts.

The Class A Members shall make a minimum aggregate initial cash capital contribution of \$1,000,000.00 for an initial aggregate capital account of \$1,000,000.00, which shall initially consist of forty (40) Class A Member units at an initial cash capital contribution of \$25,000.00 per unit. The Class B Member shall be credited with an initial capital account of \$2,200,000.00 for guarantying the initial debt of the Company in the amount of \$1,844,500.00, for contributing its equity in real estate in the amount of \$310,000.00 and for its contribution of the brand and other intangibles in the amount of \$45,500.00 (\$280,000.00 of which said initial capital account shall not be taken into account in the Stipulated Allocation in order to give the Class A Members a preferred return allocation).

3.2 No Additional Capital Contributions Required.

No Member shall be required to make any contributions to the capital of the Company or guaranty debt of the Company beyond the amounts set forth in this Article 3. The Manager may, from time to time, agree that one or more Members may make additional capital contributions, in cash unless otherwise stipulated, and with recognition of the preemptive rights set forth in Section 3.3. Any additional capital contributions shall cause an appropriate recalculation of the allocations to be made to the Members pursuant to Article 4 of this Agreement.

3.3 Preemptive Rights of Members.

a. The Company shall not increase its capitalization or issue any equity securities, debentures, bonds, capital units or similar instruments (the "Capital Instruments"), which might dilute or take preference over the Units held by the Members without first providing to the Members as a class the option to purchase any such Capital Instruments on terms and conditions no less favorable than the terms and conditions offered to others. Prior to the date of a proposed issuance of any Capital Instruments, the Company shall deliver written notice of such proposed issuance (the "Preemptive Notice") to each Member. The Preemptive Notice shall specify:

(i) the number of membership units and class of which the Company proposes to issue, the consideration to be received therefor and the date on which such consideration shall be paid (which date shall be no less than thirty-one (31) days from the date of delivery of the Preemptive Notice);

(ii) all of the material terms and conditions, including the terms and conditions of payment, upon which the Company proposes to issue such Capital Instruments;

(iii) the proportionate number of shares of Capital Instruments which the Members as a class shall have the option to purchase, which proportionate number shall be equal to the Stipulated Allocation; and

(iv) if the proposed purchasers of the Capital Instruments are known, the identities of such proposed purchasers.

b. Upon delivery of a Preemptive Notice, each Member choosing to so exercise his rights shall have the right (exercisable by delivery to the Company of written notice within the thirty (30) day period following the date of delivery of the Preemptive Notice) to purchase the proportionate available number of units of Capital Instruments described in the Preemptive Notice, at the price and on the terms and conditions contained therein.

ARTICLE 4. NET INCOME, NET LOSSES AND DISTRIBUTIONS

4.1 Profits, Losses And Credits.

(a) Except as set forth in paragraph (b), or as required under Article 2 Section 2, net profits,

net losses, non-taxable income, unallowable deductions and credits shall be computed for each period and shall be allocated among the Members in accordance with the Stipulated Allocation.

(b) In the event of the sale, dissolution or termination of the Company:

(i) net losses shall be allocated to the Members' respective capital accounts in accordance with the Stipulated Allocation;

(ii) net profits shall be allocated to the Members' respective capital accounts as follows:

(a) First, each Member shall receive an allocation of net profits equal to the amount, if any, by which (i) the initial capital contribution to the Company by such Member, less any Excess Cash Distributions which have been received by such Member, exceeds (ii) the capital account balance of such Member immediately prior to the applicable sale, dissolution or termination; and,

(b) Second, any remaining net profits shall be allocated in accordance with the Stipulated Allocation.

4.2 Distributions.

Distributions shall be made at the Manager's absolute discretion. Except as provided in this Section 2 and in Section 3 of this Article, no Member shall be entitled to withdraw any amount from his or her capital account.

4.3 Sale or Termination Proceeds.

In the event of the sale, dissolution or termination of the Company under this Agreement, the proceeds of such dissolution and termination shall be distributed as follows:

First, in payment of all accrued but unpaid debts and liabilities of the Company requiring payment in order of priority;

Second, to expenses of sale or dissolution, including customary brokerage fees;

Third, to provide such reserves as the Manager deems advisable for contingent liabilities of the Company (which reserves will be held in escrow);

Fourth, to the extent of any Member's positive capital account;

Fifth, to Member, an amount equal to such Member's capital account percentage.

Each Member shall look solely to the assets of the Company for the return of such Member's capital contribution, and if the Company property remaining after the payment or discharge of the prior debts, liabilities and distributions of the Company is insufficient to return such capital contributions, no Member shall have any recourse against any other Member or Manager.

ARTICLE 5. MEMBERS PERQUISITES

5.1 Inaugural VIP Opening Event

In the event that the Company opens a restaurant, there is expected to be a Members and Guests VIP Event at which the restaurant will be shared with each Member and five guests of their choice.

5.2 Annual Members Meal Meeting

Each Member will be invited to an annual Membership meal during which the past year's events and results will be shared.

5.3 Member Recognition Cards

Each Member will be issued a personalized Members Recognition Card. This card will facilitate executives and staff of the restaurant in identifying the holder as a Member.

ARTICLE 6. [RESERVED]

ARTICLE 7. TERM, DISSOLUTION AND TERMINATION OF COMPANY

7.1 Term and Dissolution of Company.

The term of the Company shall commence as of the date of the filing of the Articles of Organization with the Illinois Secretary of State, and shall continue until the earliest of the following:

- a. The sale, expiration, abandonment or other disposition of all Company assets;
- b. Dissolution of the Company by judicial decree;
- c. The unanimous written consent of the Members;
- d. The expiration of the period set forth in the Articles of Organization; or
- e. The merger of the Company into another business entity.

7.2 No Dissolution As A Result Of Certain Other Events.

The Company shall not be dissolved by any event not set forth in Section 1 of this Article, and no other event shall entitle any Member to a return of capital.

7.3 Winding Up, Liquidation, Distribution of Assets and Termination.

If the Company is dissolved, then:

- a. The Manager shall wind up the affairs of the Company; sell or otherwise liquidate or dispose of or abandon all of the Company assets in a manner consistent with attempting to obtain the fair market value thereof; and, shall terminate the Company.
- b. The proceeds from a disposition shall be distributed pursuant to Section 3 of Article 4.

ARTICLE 8. WITHDRAWAL, NO FOREIGN OWNERSHIP AND TRANSFERS OF INTERESTS

8.1 Restrictions On Withdrawal or Foreign Ownership.

A Member may not voluntarily withdraw as a Member. No Member may be a foreign person or business entity.

8.2 Restriction on Transferability.

a. Notwithstanding anything contained herein to the contrary, if any Class A Member desires to sell or otherwise transfer their membership interest, then the following shall apply:

(i) If any Class A Member receives a bona fide offer for his interest and desires to sell or otherwise transfer any or all of his interest pursuant to such bona fide offer, such Member shall first offer such interest for sale to the Class B Member by giving notice (the "Sale Notice") to the Class B Member with respect to the interest intended to be sold or otherwise transferred (the "Offered Interest") designating (i) the amount of Offered Interest, (ii) the number of the certificate or certificates therefor, (iii) the name and residence address of the intended transferee or transferees, (iv) a copy of any written agreements entered into between such Member and the proposed transferee or transferees, and (v) the price and terms at which the Offered Interest is proposed to be sold or otherwise transferred to such transferee or transferees. Any Member delivering a Sale Notice to the Class B Member shall at the same time deliver a copy of the Sale Notice to all the Class A Members together with a statement that such Sale Notice was delivered to the Class B Member.

(ii) The Class B Member shall within thirty (30) days after the Sale Notice is given notify the respective Class A Member in writing whether it desires to purchase the Offered Interest at the price and terms set forth in the Sale Notice. In the event that the Class B Member notifies such Member of its acceptance of the offer for sale, said notification shall specify a date not less than thirty (30) nor more than sixty (60) days after the date such notice is given as the date on which the Offered Interest will be taken up and payment made therefor at the office of the Company. If the Class B Member shall not purchase and pay for all of the Offered Interest, the Class B Member shall be deemed to have rejected said offer in its entirety.

(iii) Upon the Class B Member's refusal or failure to purchase the Offered Interest in accordance with paragraph (ii) above, then the respective Class A Member shall notify the other Class A Members of such refusal or failure to purchase by the Class B Member. Each Class A Member shall have ten (10) days from receipt of such notification to notify the selling Member in writing whether it desires to purchase the Offered Interest at the price set forth in the Sale Notice. If more than one Class A Member so responds to the Sale Notice, then each responding Member shall be

permitted to purchase that proportion of the Offered Interest which corresponds to the relative percentage of that responding Member's membership interest to the percentage of membership interest held by all those Members responding to the Sale Notice. In the event that one or more Members notify the selling Member of its acceptance of the offer for sale, said notification shall specify a date not less than thirty (30) nor more than sixty (60) days after the date such notice is given as the date on which the Offered Interest will be taken up and payment made therefor at the office of the Company. If one or more accepting Members shall not purchase and pay for all the Offered Interest which it has agreed to purchase, then such non-purchasing or non-paying Members shall be deemed to have rejected said offer in its entirety and the selling Member shall notify the other accepting Members of such rejection. Within five (5) days of receipt of notice of such rejection, the other accepting Members may elect to add all or any portion of the Offered Interest so rejected to the portion of Offered Interest previously accepted by the accepting Members. If more than one Member so elects to add such a portion, then each electing Member shall be permitted to purchase that portion of the rejected Offered Interest which corresponds to the relative percentage of the electing Member's membership interest to the percentage of membership interest held by all those Members electing to purchase. If the other accepting Members do not elect to add a portion of the Offered Interest that has been rejected, then that portion of the Offered Interest shall be deemed rejected by the Members.

(iv) Upon the other Members' refusal or failure to purchase the Offered Interest as set forth in Section 8.2(a)(iii) above, then the selling Member may sell or otherwise transfer any remaining Offered Interest to, and only to, the proposed transferee and at the proposed price and other terms set forth in the Sales Notice. If said sale or transfer shall not be made within sixty (60) days of the date of such refusal or failure by the Members, the provisions of this Agreement shall again apply to the Offered Interest.

b. The Class B Member may accept one or more bona fide offers for all or a portion of its membership interest in the Company or a sale of the brand (etc.) which may occur without a sale of each operating entity and in particular this operating entity, and the Class A Members shall have no right to claim any interest in such sale.

8.3 Admission Of New Members.

From the date of the formation of the Company, with the consent of the Manager and a majority in interest of all Members, any person or entity acceptable to the Manager may, subject to the terms and conditions of the Operating Agreement, become an additional Member in this Company by the sale of new membership interests for such consideration as has been consented to.

8.4 Allocations To Additional Or Substitute Members.

No additional or substitute Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at the Manager's option, at the time an additional or substitute Member is admitted, close the Company's books (as though the Company's tax year had ended) or make pro rata allocations to an additional or substitute Member for that portion of the Company's tax year in which an additional or substitute Member was admitted.

ARTICLE 9. MEETINGS OF MEMBERS

9.1 Annual Meeting.

The annual meeting of the Members shall be held in the months of April, May or June each year for the purpose of transacting such business as may properly come before the meeting. The annual meeting of the Members shall be held at the principal office of the Company unless the notice of meeting provided pursuant to Section 9.3 of this Agreement designates a different place. Members may attend by telephone or video conference, if available.

9.2 Special Meetings.

Special Member meetings, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager or the Members at the written request of a majority in interest of all Members. Such request shall state the purpose or purposes of the meeting. Members may attend by telephone or video conference, if available.

9.3 Place Of Special Meeting.

The Manager may designate any place, either within or without the State of Illinois, for any special meeting called by the Members. A waiver of notice signed by all Members entitled to vote may designate any place, either within or without the State of Illinois, as the place of the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Company in the State of Illinois, but any meeting may be adjourned to reconvene at any place designated by the Manager.

9.4 Notice Of Meeting.

Written or printed notice stating the place, day and hour of any annual or special meeting of the Members and the purpose or purposes for which it is called, shall be delivered not less than ten days (or such greater number as required by law) nor more than fifty days before the meeting, either personally or by mail, by or at the direction of the Manager or person calling the meeting, to each Member of record entitled to vote thereat. If mailed, such notice shall be deemed delivered when deposited in the United States mail, addressed to the Member at the Member's address as it appears on the Company's record books, with postage prepaid.

9.5 Waiver Of Notice.

a. A written waiver of notice signed by any Member entitled to such notice, whether before or after the meeting, shall be equivalent to the giving of notice to such Member in due time as required by law.

b. Presence at or participation in any Members' meeting, in person or by proxy, shall be equivalent to waiver of giving of notice of such meeting and irregularities in any notice given.

9.6 Voting List

The Manager shall make, at least ten days before each Member meeting, a complete list of Members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Company subject to inspection by any Member during usual business hours. Such list shall also be produced at the meeting and shall there be subject to inspection of any Member. The membership transfer books shall be prima facie evidence as to the Members entitled to examine such list or books or to vote at any Member meeting. Failure to comply with this Section shall not affect the validity of any action taken at such meeting.

9.7 Quorum.

At any Member meeting, a majority in interest of each class of Members, present or represented by proxy, shall constitute a quorum, unless a larger number is required by law or the Articles of Organization, and in that case, the representation of the number so required shall constitute a quorum. If a quorum shall fail to attend in person or by proxy at the time and place fixed for a special meeting, a majority in interest of all Members present in person or by proxy may adjourn by announcement at the meeting, until a quorum shall be present. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

9.8 Organization.

At any Member meeting, an executive officer of the Managing Member shall act as Chairman. In the absence of the Managing Member, the holders of a majority in interest of all Members present may appoint a Chairman. The Chairman may appoint any person to act as secretary of the meeting.

9.9 Voting Of Membership Interests.

Each one dollar of Capital Account shall be entitled to one vote.

9.10 Voting By Representative.

Interest in the Company held by an administrator, executor, guardian or conservator may be voted by such person, either in person or by proxy, without transfer into such person's name. Interests in the Company held by or under the control of a receiver may be voted by such receiver without transfer into such receiver's name upon appropriate order of the court appointing such receiver.

9.11 Inspectors Of Election.

The Manager may appoint inspectors to act at such meeting or any adjournment thereof. If any appointed inspector fails to appear or act, the vacancy may be filled by the Chairman. The inspectors shall register proxies, determine the Capital Accounts, the existence of a quorum, the authenticity, validity and effect of proxies, determine all challenges and questions in connection with the vote, count and tabulate all votes, assents and consents, determine and announce the result, and to do such acts proper to conduct the election or vote with fairness to all Members.

9.12 Proxies.

At all Member meetings, a Member entitled to vote may vote by proxy appointed in writing by the Member or by such Member's duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary or the Chairman before or at the time of the meeting, who shall provide such proxy to the appropriate inspectors of election for registration. No proxy shall be valid after eleven months from the date of its execution.

9.13 Informal Action By Members.

Any action required or permitted by law or the Articles of Organization or this Operating Agreement to be taken at a meeting of Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a quorum of all of the Members entitled to vote thereon.

ARTICLE 10. MANAGER

10.1 General Powers And Limitations.

The business and affairs of the Company shall be managed by the Manager. Except as otherwise provided in this Operating Agreement, the Manager shall have all power to act on behalf of the Company, as provided by the Illinois Limited Liability Company Act and other applicable law.

10.2 Election Number, Tenure And Qualifications.

The Class B Member shall have the right to elect the Manager. There shall be one Manager. Each Manager shall hold office until death, resignation, or removal. Managers need not be a resident of the State of Illinois, nor Members of the Company.

10.3 Resignation.

The Manager may resign by written notice to each of the Members. Such resignation shall take effect upon the date specified therein, and acceptance of such resignation shall not be necessary to make it effective.

10.4 Removal.

A Manager shall be subject to removal by the Class B Member.

10.5 Vacancies

A vacancy of the Manager may be filled by the Class B Member.

10.6 Number Of Managers Increased.

The number of Managers may be increased only by the Class B Member.

10.7 Place Of Meetings, Etc.

Except as provided in the following Section, the Manager may hold meetings and keep the books and records of the Company (except those records required by law to be kept at its principal office) at such time and place within or without the State of Illinois, as the Manager determines.

10.8 Management Agreement

Except as otherwise provided herein, the Manager intends to manage and operate the day-to-day restaurant and brewery business of the Company and to receive compensation therefor pursuant to a written Management Agreement to be executed by Manager and Company on such terms as negotiated by the Manager. However, the Manager may, in its discretion, retain a separate restaurant management company, which may be an affiliate of the Manager and/or the Class B Member, to discharge all or a portion of the day-to-day restaurant management responsibilities of the Company. Such retention shall be made on such terms as negotiated by the Manager.

ARTICLE 11. OFFICERS

11.1 Executive Officers.

The Manager may appoint executive officers, including a President, one or more Vice-Presidents, and a Secretary and a Treasurer and other officers deemed necessary or appropriate by the Manager. None of the officers need be Manager or Members. One person may hold the offices and perform the duties of any two or more of said offices.

11.2 Election And Term Of Office.

Executive officers may be chosen by the Manager at any time. Each such officer shall hold office until removed by the Manager.

11.3 Removal.

Any officer or agent may be removed by the Manager whenever in the Manager's judgment the best interests of the Company will be served thereby, but without prejudice to the contract rights, if any, of such person. Appointment of an officer or agent shall not in itself create contract rights.

11.4 Resignations.

Any officer may resign by written notice thereof to the Manager. Such resignation shall take effect upon receipt thereof or at any later time specified therein, and acceptance thereof shall not be necessary to make it effective.

11.5 Powers And Duties of Executive Officers.

The Manager may delegate to any duly chosen Executive Officer, subject to the control of the Manager itself, all or a portion of the day-to-day management responsibilities of the Company, and officers shall not be entitled to any salary, but may be reimbursed for expenses as approved by the Manager.

ARTICLE 12: WRITTEN INSTRUMENTS, LOANS, CHECKS AND DEPOSITS

12.1 Written Instruments.

All deeds and mortgages made by the Company and all other written contracts and agreements to which the Company is a party shall be executed in its name by the Manager.

12.2 Loans.

No loans shall be contracted on behalf of the Company, and no evidences of indebtedness shall be issued in its name unless authorized by the Manager. Such authority may be general or confined to specific instances.

12.3 Checks, Drafts, Etc.

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Company, shall be signed by the Manager or such officer or officers, agent or agents of the Company and in such manner as shall be determined by the Manager.

12.4 Deposits.

All corporate funds not otherwise employed shall be deposited to the credit of the Company in such banks, trust companies, or other depositories as the Manager may select.

ARTICLE 13. INDEMNIFICATION

13.1 Indemnification Of Members, Manager And Officers.

Except as provided in Section 2 of this Article, the Company shall indemnify any individual or business entity made a party to any proceeding because the individual or business entity is or was a Member, Manager, agent, officer, or management company of the Company, against liability incurred in the proceeding, if each of the following apply:

- a. The acts or omissions were in good faith;
- b. There existed a reasonable belief by the indemnified party that the conduct was in the best interests of the Company; and
- c. In the case of any criminal proceeding, the individual or business entity had no reasonable cause to believe the conduct was unlawful.

13.2 Limitations.

The Company shall not indemnify a Member, Manager, agent, officer or management company under this Article in either of the following circumstances:

- a. In connection with a proceeding by or in the right of the Company in which the individual or business entity was adjudged liable to the Company.
- b. In connection with any other proceeding charging improper personal benefit to the individual or business entity, in which the individual or business entity was adjudged liable on the basis that personal benefit was improperly received by them.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1 Application Of Illinois Law.

This Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Illinois.

14.2 Waiver Of Action For Partition.

Each Member irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

14.3 Amendments.

The Articles of Organization and/or this Operating Agreement shall be subject to amendment or alteration in whole or in part by a vote of the Manager and a majority in interest by Capital Accounts of all Members, and new Articles of Organization or an Operating Agreement may be adopted by a vote of the Manager and a majority in interest by Capital Accounts of all Members; provided, however, that notice of intention to make or amend such documents in whole or in part, or to adopt new Articles of Organization or a new Operating Agreement, shall have been given in the notice of such meeting, unless the Manager and all Members unanimously vote in favor of any such amendment or alteration or shall unanimously consent thereto.

14.4 Certificates.

If the Manager determines to issue certificates, every Member shall be entitled to a certificate or certificates in such form as the Manager shall prescribe. No certificate shall be issued for any interest in the Company until payment is received for such interest. The Manager shall issue new certificates in percentages or fractions thereof as may be appropriately requested by any Member, including to effect the transactions contemplated by Article 8. The Manager may make such rules and regulations, not inconsistent with the Articles of Organization and this Operating Agreement, concerning the issue, transfer and registration of certificates.

14.5 Execution Of Additional Instruments.

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

14.6 Construction.

Whenever the singular number is used in this agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders and vice versa.

14.7 Headings.

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of the Operating Agreement or any provision hereof.

14.8 Waivers.

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

14.9 Rights And Remedies Cumulative.

The rights and remedies provided by this Operating Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14.10 Severability.

If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid or illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14.11 Heirs, Successors And Assigns.

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

14.12 Creditors.

None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

14.13 Counterparts.

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

14.14 Manager Has No Exclusive Duty To Company.

The Manager shall not be required to manage the Company as its sole and exclusive function, and the Manager and the owners of Manager may have other business interests and may engage in other activities in addition to those relating to the Company, some of which may be determined to be in direct competition to the business interests of the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. In addition, the Manager and others affiliated with the Manager may have conflicts of interest. For example, the Manager may execute a Management Agreement, License Agreement or other agreements, leases or instruments or may be otherwise involved in transactions, both in its capacity as Manager of the Company and in its own capacity, or with others affiliated with it, which such actions shall not be deemed to derive an improper personal benefit to Manager solely by reason of such conflict of interest.

14.15 Annual Reports.

The Manager shall cause annual financial statements to be sent to the Members not later than 120 days after the close of each taxable year, which financial statements shall include a balance sheet, statement of income, cash flow statement and statement of Member's Equity to the Members for such year.

14.16 Non-Recourse Loans.

Any creditor who makes a non-recourse loan to the Company shall not acquire as a result of making the loan any direct or indirect interest in the profits, capital, or property of the Company other than as a creditor.

14.17 Loans From Members.

In the event that the Company's funds are not sufficient to meet its costs, expenses, obligations, liabilities, and charges, any Member or Manager may, as permitted by the Manager, advance funds to the Company. Such loans may not constitute a contribution to the capital of the Company or be credited to the capital account of the lending Member or entitle such lending Member to any increase in a share of Company allocations. Loans in accordance with this paragraph shall be a debt due from the Company to such lender and shall be, together with accrued interest, thereon, reimbursed to the Member, Members or Manager making such loans in accordance with the terms of any such loans and, to the extent applicable, prior to any other distribution to the Members, whether such distribution be in connection with the dissolution of the Company or otherwise. Such loans shall bear a reasonable rate of interest.

14.18 No Unanimous Vote of Members Required.

The Company may merge with another entity or sell, exchange, lease, mortgage, pledge, or otherwise transfer all or substantially all of its assets by the vote of its Manager and approval by a majority in interest of the aggregate membership.

14.19 No Right Of Members To Receive Property Other Than Cash In Return For Contributions.

No Member shall have any right to demand or receive property other than cash in return for his or her contribution to the capital of the Company; provided, however, a distribution upon dissolution and termination of the Company may, as provided in this Operating Agreement or as required by law, be in a form other than cash.

14.20 Entire Agreement.

This Operating Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof, and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof.

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IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of the _____ day of _____, 2006.

MEMBERS

CLASS A MEMBERS

Unit No. 1
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 2
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 3
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 4
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 5
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 6
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 7
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 8
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 9
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 10
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 11
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 12
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 13
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 15
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 17
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 19
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 21
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 23
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 25
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 14
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 16
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 18
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 20
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 22
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 24
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 26
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 27
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
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Unit No. 29
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 31
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
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Unit No. 33
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 35
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 37
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 39
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 28
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 30
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 32
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 34
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 36
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 38
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

Unit No. 40
By: _____
Print Name: _____
SS or FEIN#: _____
Type of Entity: _____
Address: _____

CLASS B MEMBER

BREW PUB HOLDINGS, LLLP,
an Illinois Limited Liability Limited Partnership

By: _____
Matthew C. Potts, General Partner

Pre-Organization Package # _____

MANAGEMENT AGREEMENT

FOR

GRIDIRON
BREW WORKS™

AT

THE SHOPPES AT COLLEGE HILLS

NORMAL, ILLINOIS

WITH

BREW PUB HOLDINGS, LLLP

an Illinois Limited Liability Limited Partnership

MANAGER

EXHIBIT 3

MANAGEMENT AGREEMENT

THIS AGREEMENT is made in Normal, Illinois, on and as of the ____ day of _____, 2006, by and between **GRIDIRON BREW WORKS, LLC**, an Illinois Limited Liability Company (hereinafter referred to as "Company"), and **BREW PUB HOLDINGS, LLLP**, an Illinois Limited Liability Limited Partnership, (hereinafter referred to as "Manager").

WHEREAS, the Company desires to employ the Manager to act as general operating manager of the restaurant and brewery business located at 318 South Towanda Avenue, Normal, Illinois, 61761 (hereinafter referred to as "Brewpub"), for the period commencing on the date hereof and ending on December 31, 2050, or until sooner terminated as hereinafter provided, and the Manager is willing to accept such employment.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions herein set forth, the parties hereto agree as follows:

1. Employment of the Manager.

Company hereby employs Manager for the term hereinabove stated, as general operating manager of the Brewpub, with authority, subject to the limitations and conditions herein set forth, to direct, supervise, and manage its operation.

2. Manager's Duties.

The Manager shall have the following duties and authorities as general operating manager of the Brewpub:

A. Cash Management System. The Manager is solely responsible for the management of cash. Employees of the Manager or its representatives will tally cash receipts, prepare daily cash reports and make daily bank deposits. The Company may at any time audit the books or reports prepared by the Manager. If an audit produces a difference in sales of more than 5%, the entity responsible for the discrepancy will pay for the audit. If the audit produces a difference of less than 5%, the individual or entity who called for the audit will be responsible for the cost of the audit. Company will not have access to the cash through the cash registers, the safe, the daily cash receipts, the bank accounts or any other means. Manager shall establish a separate bank account(s) for receipts and expenses for the Company's business operations. All checks, except petty cash, must be signed by a representative of the Manager. A petty cash fund in an account not to exceed \$5,000.00 will be disbursed through checks signed by on-premise management or by designated representatives of the Manager. Manager shall be responsible for processing the payment of all salaries, wages, payroll taxes, lease payments and all other expenses of the Company out of the separate bank account set forth herein. If an operating shortfall exists, it shall be immediately paid to Manager by the Company. In no event shall Manager be responsible for any operating shortfall. In the event that insufficient cash exists to pay wages, the Company shall immediately cover the operating shortfall so that all wages are timely paid.

B. Bookkeeping Services.

1. Accounts Payable. An accounts payable system will be established and operated by the Manager. Office personnel who operate the accounts payable system will be paid for by the Manager. All supplies, including postage, connected with the accounts payable system will be paid for by the Company. Services include preparation of 1099's.

2. Accounts Receivable. An accounts receivable system will be established and operated by the Manager. Office personnel operating the accounts receivable system will be paid for by the Manager. All supplies, including postage, will be paid for by the Company.

3. Monthly Financial Reports. Employees of the Manager will gather information in preparation of balance sheets and profit and loss statements on a monthly basis. The monthly statements will be forwarded to the Company's accounting firm on a monthly basis. Other monthly reports prepared at the expense of the Manager include monthly sales journals, daily cash balance, monthly journal entries, and accounts payable aging. Any charges by the accounting firm will be paid for by the Company.

4. Payroll System. Time cards will be totaled by trained employees of the Brewpub and reviewed by the Manager for final preparation of payroll checks. All supplies, including postage, checks and other expenses, and payroll services fees connected with the payroll system will be paid for by the Company. Payroll services performed by the Manager and/or such payroll service selected by the Manager include preparation of payroll taxes, reconciliation and preparation of 941 quarterly reports and 940 yearly reports, preparation and reconciliation of payroll journal entries bi-weekly and preparation and mailing of W-2's. Manager may train Brewpub employees to prepare bi-weekly payroll.

- C. Overall Operations Management/General Duties of Manager. Overall operations will be supervised by Manager. Representatives of the Manager will be available to consult with any officers or owners of the Company at all times, regarding any matter concerning the operation of the business. Manager shall perform the following duties: supervise and direct the general operations of the Brewpub; operate the Brewpub efficiently and with proper economy; secure such permits and licenses as may be required for the Brewpub's business operations; develop policies with respect to the installation of new features to the extent that the financial obligations and resources of the Company permit; develop policies with respect to publicity for the purpose of creating the greatest possible net income for the Brewpub; supervise and manage the operations of all public spaces, including, but without limitation, kitchen and dining rooms; stimulate the general business of Brewpub; employ such on-premise restaurant managers, assistant managers, executive chefs, assistant chefs, brewmasters and other employees, agents and servants of the Brewpub as may be required; keep the Company's building and all furniture, furnishings, and other equipment therein and appurtenant thereto in a good state of repair; arrange for necessary replacements, improvements, and changes in the Brewpub's furniture, furnishings, and other equipment therein; supervise and secure the placing of insurance on the Brewpub, the building and on all furniture, furnishings, and equipment therein against all risks usually covered in the case of similar properties, including, but without limitation, fire, boiler, plate glass, worker's compensation, liability and fidelity insurance, and all other usual insurance (which shall also cover any liability of the Manager and the Company); place and supervise all advertising and promotional materials; perform general purchasing; supervise all accounting including outside professionals; perform all other acts necessary or desirable in the operation of the Brewpub.
- D. On-Premise Management and Employees. On-premise management of Company operations will be conducted by on-premise managers selected, hired, trained and supervised by the Manager, and all other employees of the Company's business operation will be hired, trained and disciplined by the Manager and/or by the on-premise management. However, all such on-premise managers and other employees of the brewery and restaurant shall be employees of the Company, not the Manager.
- E. Professional Firms. Manager will select professional firms to represent the Company as related to the operation of the brewery and restaurant, subject to the Company's approval. These firms shall include but not be limited to accounting and legal professionals. Representatives of the Manager will

be available to meet with financial institutions, accounting firms or any other professional firms with which the Company deals.

- F. Business Plans. Manager shall submit a business plan annually to the Company on or before December 1 for the following fiscal year. The business plan shall include a budget of projected receipts, expenditures, cash flow, profits, staffing (including salaries and bonuses), and equipment purchases.

3. Expenditures by Manager.

The Manager shall have the duty and authority to make all contracts and disbursements necessary on the Company's behalf to carry out the duties conferred and imposed upon it by this Agreement. The Company shall reimburse to Manager any expenses incurred by Manager for the Company pursuant to this Agreement.

4. Compensation of Manager.

The Manager shall be compensated as follows:

A. Percentage of Sales. The Company will compensate the Manager for its services to Company, as hereinbefore provided, by payment of percent (5%) of gross sales monthly. Gross sales is defined as all sales of food and beverages and other proprietary items sold on premise or off premise by the Brewpub, at retail or wholesale, less sales tax. Gross sales shall be determined by the monthly profit and loss statement as prepared by the Manager and reviewed by the Brewpub's accounting firm. It is further defined as gross sales after state and local taxes and after any over-rings or refunds. This percentage payment shall be made on or before the fifteenth (15th) day of the following month.

5. Operating Profits.

The operating profits of the Brewpub shall be paid to the Company, **GRIDIRON BREW WORKS, LLC**, as provided in that entity's Operating Agreement.

6. Right of First Refusal if Brewpub is Being Sold.

In the event of a bona fide offer to purchase the Brewpub, which the Company desires to accept, then such offer will be extended to the Manager on the same terms and conditions, and the Manager shall have thirty (30) days within which to either accept or reject such offer of purchase. In the event that the Manager does not accept the offer to purchase, then the Company shall be free to complete the sale, subject to the terms of this Agreement, to the person originally making said offer. In the event, for any reason, the sale is not completed pursuant to said offer, then this right of first refusal shall again be reinstated.

7. Indemnification.

The Company shall indemnify and hold harmless the Manager from damages for injuries to persons or property resulting from any cause whatsoever in, on, or about the Brewpub premises and, at its own cost and expense, to defend any action or proceeding against the Manager arising therefrom. Notwithstanding the foregoing, the Company shall not be required to indemnify the Manager against damages suffered as a result of gross negligence or willful misconduct on the part of the Manager, its agents, or employees. This indemnification shall include, but not be limited to, all costs in defending against the suit, attorneys' fees and any eventual settlement or judgment amount, plus interest.

8. Company's Termination Rights.

A. If, in the opinion of the Company reasonably held at any time during the term of this Agreement, it shall not deem the management of the Brewpub by the Manager to be efficient and to be in accordance with this Agreement, the Company may, by giving at least six (6) months' prior written notice to the Manager, terminate this Agreement. Upon the expiration of the period of the notice, this Agreement shall automatically terminate, without any liability to or upon the parties other than the Company's liability to pay for services rendered or expenses incurred by Manager pursuant to this Agreement.

B. If at any time after six (6) months of operation, there is an operating shortfall or payments are not current, Manager shall present to Company a plan for correcting the deficiency.

C. Notwithstanding paragraph 8(A) above, if at any time after two (2) years of operation, an operating shortfall exists or loan or lease payments on the building or equipment are not current, Company shall have the right to give 90-days written notice to Manager, and if the operating shortfall and loan or lease deficiencies have not ceased to exist or Manager has not submitted a reasonably satisfactory plan for curing the same, then Company has the right to terminate this Agreement at the end of the 90-day period.

9. Arbitration.

If the Manager shall disagree with an opinion of the Company that the management services are not efficient and not in accordance with this Agreement, the Manager may, within thirty (30) days of receipt of the termination notice, serve upon the Company a written notice demanding that the dispute be submitted to arbitration, pursuant to the Arbitration Law of the State of Illinois. If such notice should be so served within the 30-day period, then this Agreement shall not terminate at the expiration of the six (6) month period, and the Manager shall continue with the performance of its duties under this Agreement. The dispute shall thereupon be promptly submitted to arbitration under the Rules of the American Arbitration Association. Such arbitration shall proceed without delay and as rapidly as possible. In the event that such arbitration results in an award, decision, or other determination in favor of the Manager, then the notice of termination theretofore served shall be of no effect, and the parties hereto shall for all purposes whatsoever, anything herein contained to the contrary notwithstanding, be in the same position and have the same rights, powers, and duties under this Agreement as if such notice had not been served. In the event that such arbitration should result in an award, decision, or other determination in favor of the Company, then this Agreement shall automatically terminate at the expiration of 45 days from the making of such award, or six (6) months from the date of the first notice, whichever later occurs, without any liability to or upon the Company other than its liability to pay for services rendered or expenses incurred by Manager pursuant to this Agreement.

10. Manager's Termination Rights.

The Manager may, by giving at least six (6) months' prior written notice to the Company, terminate this Agreement. Upon the expiration of the period of the notice, this Agreement shall automatically terminate without any liability to or upon the parties other than the Company's liability to pay for services rendered or expenses incurred by Manager pursuant to this Agreement.

11. Trade Name.

The trade name "GRIDIRON BREW WORKS", the trademarks thereof and all beer recipes are the intellectual property of Matthew C. Potts, who is an owner and the general partner of the Manager, and the Company is hereby authorized and licensed to use this trade name, the trademarks and the beer recipes for the ordinary retail business of the Brewpub during the term of this Agreement. Company shall not engage

in wholesale beer production or sales under said trade name except as may be authorized in writing by Manager. At the expiration or termination of this Agreement, the Manager shall have the right to remove all signage, menus and all other items using such trade name and trademarks, and the Company shall cease and desist from using such trade name, trademarks and beer recipes. The provisions of this paragraph may be enforced by obtaining injunctive relief in a court.

12. Competition.

During the term of this Agreement, neither the Company nor the Manager shall operate any other restaurant or brewpub in Bloomington-Normal, Illinois; however, nothing herein shall prohibit the Manager or the owners thereof from owning and operating other restaurants or brewpubs outside of Bloomington-Normal or from owning or operating another brewery in Bloomington-Normal, or elsewhere, for the production of beers for wholesale distribution purposes, under the aforesaid trade name or otherwise. The provisions of this paragraph may be enforced by obtaining injunctive relief in court.

13. Exclusive Application.

Nothing in this Agreement is intended or shall be construed to confer upon or to give to any person, firm, or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement. All terms and conditions in this Agreement shall be for the sole exclusive benefit of the parties hereto.

14. Nonassignability.

This Agreement is not assignable by either party without the other's prior written consent.

15. Entire Agreement/Modifications.

This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. No modifications of this Agreement shall be enforceable unless they are made in writing and signed by both parties.

16. Notices.

All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

17. Non-Waiver.

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

18. Headings.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

19. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

20. Counterparts.

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

21. Binding Effect

The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

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

COMPANY

MANAGER

GRIDIRON BREW WORKS, LLC, an Illinois
Limited Liability Company

BREW PUB HOLDINGS, LLLP, an Illinois
Limited Liability Limited Partnership,

By: _____
Its Manager

By: _____
Its General Partner

C:\MCP Documents\GridIron Brew Works, LLC\Organizational Docs\Management Agreement.wpd

**GENERAL PRE-ORGANIZATION SUBSCRIPTION INFORMATION
GRIDIRON BREW WORKS, LLC**

**An Illinois Limited Liability Company To Be Formed To Be The Prospective Owner Of A
Restaurant & Brewpub At The Shoppes At College Hills, Normal, Illinois**

THE FOLLOWING STATEMENTS ARE MERELY BASIC AND GENERAL SUMMARIES OF INFORMATION CONCERNING MEMBERSHIP IN THE COMPANY, AND THEY SHALL NOT BE RELIED UPON OR CONSTRUED AGAINST THE ACTUAL FULL LEGAL DOCUMENTS SUCH AS THE OPERATING AGREEMENT, PRE-ORGANIZATION SUBSCRIPTION AGREEMENT, PRIVATE PLACEMENT MEMORANDUM, MANAGEMENT AGREEMENT, BUSINESS PLAN OR OTHERWISE.

1. WHO CAN BECOME MEMBERS IN GRIDIRON BREW WORKS, LLC, WHICH IS A COMPANY TO BE FORMED TO OWN A NEW BREWPUB-RESTAURANT AT THE SHOPPES AT COLLEGE HILLS? Only a few uniquely gifted individuals will be chosen to have this opportunity. The structure will be an Illinois Limited Liability Company to be formed after the initial Class A members have been determined. There will be approximately forty (40) Class A membership units in the company, but a person may purchase multiple units with the consent of the Class B Managing Member, Brewpub Holdings, LLLP. Investors must be Accredited Investors to qualify for Class A membership, unless this requirement is waived in writing by the Manager in its sole discretion. Please refer to the Operating Agreement, Pre-Organization Subscription Agreement and Private Placement Memorandum for complete details.

2. WHAT IS THE PURCHASE PRICE FOR ACQUIRING A MEMBERSHIP INTEREST? The purchase price for one (1) unit of Class A membership in the Company is \$25,000 for an initial .078125% non-managing membership interest in the Company which will receive a 1% preferred stipulated initial allocation of net income, losses and distributions of the Company as described in the Operating Agreement. Please refer to the Operating Agreement and Pre-Organization Subscription Agreement for details.

3. WHAT IS THE EXPECTED RETURN? As with any startup business, there is no guarantee of profitability or return. The financial feasibility plan is included as a part of the Business Plan, but it is not a guarantee of performance. Distributions will be paid to members based on annual profits as described in the Operating Agreement. Please review all the included materials for additional information.

4. WHY HAVE I BEEN GIVEN A PRIVATE PLACEMENT MEMORANDUM? Many of you may be familiar with the documents called Prospectuses or Private Placement Memorandums associated with the sale of a company's securities. Those documents are required for investors to determine whether or not to purchase the securities of an existing company. In our situation, although a Private Placement Memorandum is provided with the Business Plan, we are all determining whether or not we want to form a company which has an opportunity to create a start-up business. Should we all decide to form a new entity, then we will all be the founding organizers of it. This opportunity is only open to those who want to be owners of a new company which may or may not make a profit. Please review the Private Placement Memorandum for important details, restrictions, risks and conditions.

5. WILL THE COMPANY BE ABLE TO BUY BACK MY MEMBERSHIP INTEREST?

Please review the Operating Agreement for various exit provisions, call rights and restrictions on the sale or transfer of membership interests, as well as the Private Placement Memorandum and Pre-Organization Subscription Agreement for additional transfer restrictions.

6. WILL THIS COMPANY SEEK EXPANSION OPPORTUNITIES?

No. This Company would only be formed to own this one restaurant and brewpub under the trade name of GridIron Brew Works at The Shoppes at College Hills in Normal, Illinois. The prospective Managing Member, Brewpub Holdings, LLLP, or its owners, may eventually operate other brewpubs and restaurants or breweries under the same, similar or different trade names. A membership interest in this new Company provides no rights to be a part of Brewpub Holdings, LLLP, or its past, current or future businesses, including other brewpubs, breweries or restaurants.

7. HOW DO I DOCUMENT MY DESIRE TO BECOME A MEMBER OF GRIDIRON BREW WORKS, LLC IF IT IS DETERMINED TO BE FORMED?

Contained in this package is a Pre-Organization Subscription Agreement for you to carefully review, sign and present to the lead organizer, Brewpub Holdings, LLLP, along with the Twenty-Five Thousand Dollar (\$25,000.00) capital contribution per unit. Arrangements can be made for the capital contribution to follow the Pre-Organization Subscription Agreement by a sufficient time to allow the funds to be compiled and forwarded.

8. WILL THERE BE ANNUAL MEMBERSHIP GET-TOGETHER MEALS?

Yes, we will have annual membership get-together meals during which the past year's events and results and future plans will be shared.

9. WILL THERE BE A SPECIAL MEMBERSHIP PRE-OPENING EVENT FOR WHICH I CAN INVITE A GROUP OF MY FAMILY AND FRIENDS?

Absolutely. There will be a Members and Guests VIP Event at which the food, drink and fun of GridIron Brew Works will be shared with a group of five guests of each Member's choosing.

10. WHAT WOULD MY ROLE AS A MEMBER BE?

First, you will serve as Chief Ambassadors in the word-of-mouth promotion and patronage of the restaurant and brewpub. Your entrepreneurial spirit will be applauded by the community, as your involvement and capital will have facilitated the introduction of a great new dining experience to The Shoppes at College Hills. Each Member will be issued a personalized Member Recognition Card. This card will facilitate executives and staff of the restaurant in identifying the holder as a Member. Members will also be entitled to vote on certain matters as indicated in the Operating Agreement. Each one dollar of Capital Account shall be entitled to one vote. Please refer to the Operating Agreement for further details.

11. WHEN MIGHT GRIDIRON BREW WORKS OPEN?

Although subject to the inherent unpredictability of the planning, permitting and construction process, we hope to be open between December 2006 and the Spring of 2007.

**PRE-ORGANIZATION SUBSCRIPTION AGREEMENT
FOR
GRIDIRON BREW WORKS, LLC**

THE UNDERSIGNED INVESTOR UNDERSTANDS AND IS FULLY AWARE THAT THE SECURITIES UNDER THIS OFFERING HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933 (THE "ACT") IN RELIANCE ON THE EXEMPTIONS SPECIFIED IN THE ACT AND/OR REGULATION D PROMULGATED UNDER THE ACT, WHICH RELIANCE IS BASED IN PART UPON THE REPRESENTATIONS SET FORTH HEREIN AND ON SUCH OTHER INFORMATION AS MAY HAVE BEEN REQUESTED OF THE UNDERSIGNED BY, AND FURNISHED TO, THE MANAGER OF THE PROPOSED COMPANY IN ORDER TO DETERMINE THE AVAILABILITY OF SUCH EXEMPTIONS. THE UNDERSIGNED INVESTOR UNDERSTANDS THAT THE SALE OF SECURITIES HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, OR BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS TRANSACTION.

ALL INVESTORS MUST PROVIDE THE MANAGER WITH AN ACCREDITED INVESTOR STATEMENT AS SET FORTH IN THIS AGREEMENT, PRIOR TO THE MANAGER ACCEPTING THE UNDERSIGNED'S SUBSCRIPTION. ALL INVESTORS MUST BE ACCREDITED INVESTORS AS DEFINED IN THE ACT AND IN THIS AGREEMENT UNLESS THIS REQUIREMENT IS WAIVED, IN THE MANAGER'S SOLE DISCRETION, BY THE MANAGER'S ACCEPTANCE OF THE UNDERSIGNED'S SUBSCRIPTION DESPITE THE LACK OF ACCREDITED INVESTOR STATUS AS MAY BE INDICATED BELOW BY THE INVESTOR. IN THE EVENT THE SUBSCRIPTION IS NOT ACCEPTED, THE AMOUNT SUBSCRIBED SHALL BE RETURNED TO THE INVESTOR AND THIS SUBSCRIPTION SHALL BE NULL AND VOID.

THIS PRE-ORGANIZATION SUBSCRIPTION AGREEMENT (the "Agreement"), is hereby entered into by and between the undersigned "Investor" and BREWPUB HOLDINGS, LLLP, an Illinois Limited Liability Limited Partnership, presently of 1298 North Pointe Drive, Normal, Illinois 61761 (the "Manager"), for the Investor's purchase of a Class A membership interest, as specified below, in GRIDIRON BREW WORKS, LLC (the "Company"), which is intended to be formed as an Illinois Limited Liability Company once all Class A Membership Units in the Company have been sold.

1. PURCHASE PRICE. Upon Investor's execution of this Agreement as well as the Operating Agreement for the Company, Investor shall deliver the signed Agreements to the Manager together with a check or bank draft payable to the lead organizer and intended Manager of the Company, "BREWPUB HOLDINGS, LLLP", in the amount of the total Purchase Price of _____ Dollars (\$____,000.00) for Investor's purchase of _____ () Class A Member Unit(s) of GRIDIRON BREW WORKS, LLC at the price of Twenty-Five Thousand Dollars (\$25,000.00) per Unit. Upon the Manager's acceptance, approval and execution of this Agreement, the Manager shall be entitled to negotiate the check or bank draft attached hereto, and the Purchase Price shall remain with the Manager until One Million Dollars (\$1,000,000.00), or at least eighty-five (85%) thereof, is received from the Class A Members and the Articles of Organization for GRIDIRON BREW WORKS, LLC have been filed, along with the proper filing fee, with the Illinois Secretary of State, at which time the funds shall be released to and for the benefit of the Company. The Manager shall return the Purchase Price to Investor in the event that the Company has not been formed within six (6) months from the date of Investor's execution hereof, or upon such later date as the parties hereto shall agree in writing.

2. INVESTOR'S ACKNOWLEDGMENT OF INITIAL CAPITALIZATION. Investor acknowledges, represents and warrants that Investor has been fully informed of and understands the Company's initial capitalization, which pursuant to the Operating Agreement for GridIron Brew Works, LLC, shall be as follows: the Class A Members of the Company will make cash contributions toward an initial aggregate capital account of \$1,000,000.00, consisting of forty (40) Class A Member units of \$25,000.00 per unit, representing an initial aggregate ownership of approximately 31.25% of the Company. The Managing Class B Member, Brewpub Holdings, LLLP, will initially own approximately 68.75% of the Company, and it will have an initial capital account of \$2,200,000.00 for its guaranty of the initial estimated debt of the Company in the amount of \$1,844,500.00, for contributing its equity in the real estate in the amount of \$310,000.00 and for its contribution of the brand and other intangibles in the amount of \$45,500.00. However, in order to give the Class A Members a preferred return allocation on their investment, \$280,000.00 of the Class B Member's initial capital account will not be taken into account pursuant to a "Stipulated Allocation" as set forth in the Operating Agreement, which will initially result in the Class A Members receiving 40% of the net income, net losses and distributions of the Company and the Class B Member receiving 60% of the net income, net losses and distributions of the Company.

Investor acknowledges, represents and warrants that Investor has been fully informed of and understands that the membership unit(s) purchased hereunder will not provide Investor or Investors as a group with control of the Company, that control will remain in the hands of the promoter, BREWPUB HOLDINGS, LLLP, and that Investors purchasing units at the above-referenced price per unit may suffer an immediate dilution in the book value of their units.

Investor acknowledges, represents and warrants that Investor has been fully informed of and understands that the unit(s) sold hereunder are part of an offering under which the Manager will attempt to raise up to one million dollars in initial financing for the Company from Class A Member Investors, not including the capital to be contributed by the Class B Member as set forth above, and that while this offering includes the sale of Class A membership units in the Company under the terms of this Agreement, the Company may also engage in the sale of other equity instruments, debt instruments, or debt-equity instruments with differing terms.

3. MEMBERSHIP LEDGER. The Company shall cause to be kept at its office a Membership Ledger to record the issuance and transfer of the Class A Membership Units. The name and address of each Member and each membership unit transfer, along with the name and address of each transferee of membership units, shall be kept in the ledger of the Company.

4. NOTICES. All communications under this Agreement shall be in writing, shall be hand delivered, deposited in the United States mail (registered or certified mail), postage prepaid, or sent by overnight courier (with charges prepaid), or by facsimile, delivery confirmed with a copy by first class mail or overnight courier (with charges prepaid) and shall be addressed to the parties at their addresses as disclosed in this Agreement or at such other place as the parties may designate from time to time in writing.

5. MANAGER'S APPROVAL. The obligations of the Company to consummate the transactions contemplated by this Agreement are subject to the Manager reviewing the acknowledgments, information, representations, warranties and qualifications supplied by the Investor and approving of the same, which approval has not yet been obtained and is in the sole discretion of the Manager.

6. INVESTOR'S ADDITIONAL REPRESENTATIONS AND WARRANTIES. By executing this Agreement, Investor hereby acknowledges, represents, warrants and fully understands the following:

- (1) that he or she is a bona fide resident of Illinois and that Investor is purchasing these securities for his or her own account and not with any view to their public distribution or resale to nonresidents of Illinois;

- (2) that he or she is a sophisticated investor and therefore has enough knowledge and experience in finance and business matters to evaluate the risks and merits of this investment and is able to bear this investment's economic risks;
- (3) that the purchased securities will be subject to transfer restrictions including but not limited to the restriction against a transfer to nonresidents of Illinois for a period of nine months after the last sale by the Company of any part of the securities offered hereby and that any transfer in violation of such restriction will be void and may violate said Securities Act of 1933;
- (4) that neither general solicitation nor advertising were used to market the securities;
- (5) that Investor has received and had an opportunity to review and understands all documents pertaining to this investment, including but not limited to the Business Plan and its attachments and the Operating Agreement for the Company, and that Investor has had an opportunity to ask questions of and receive answers from the promoter(s) of the Company concerning the terms and conditions of the investment;
- (6) that Investor does in fact appreciate the speculative nature of this investment and therefore understands that this investment has substantial risks;
- (7) that the securities have not been registered under either the Securities Act of 1933 or pursuant to the provisions of any state securities act and that the Company is under no obligation to register the securities under the Securities Act of 1933;
- (8) that to prevent the illegal sale of the securities, the Company will not recognize the transfer of the securities on its records unless sold pursuant to an effective registration statement or pursuant to an exemption under the Securities Act of 1933 and pursuant to the Operating Agreement of the Company;
- (9) that Investor has received, fully read and understands the Company's Private Placement Memorandum, including but not limited to the Risk Factors set forth therein, which said Private Placement Memorandum is hereby incorporated herein by this reference in its entirety as though fully set forth in this Agreement;
- (10) that Investor has not relied upon the Company or the Manager for investment, tax or legal advice and that Investor has relied only on his or her own advisor(s) for investment, tax and legal advice; and
- (11) that this subscription is void if any of Investor's representations in this Agreement are untrue.

7. **ACCREDITED INVESTOR STATEMENT.** Investor understands that the information provided in this Accredited Investor Statement ("Statement") is being furnished by Investor in order for the Manager to verify the Investor's qualification to acquire membership in the Company. Investor understands that such information is needed by the Manager so that it can determine the validity and applicability of certain exemptions from the registration requirements of the Securities Act of 1933, as amended (the "Act"), in respect to the sale of Class A membership interests in the Company. Investor understands that a false representation may constitute a violation of law, and that any person who suffers damage as a result of a false representation may have a claim against Investor for damages. Investor hereby represents, warrants and covenants to the Company, its Manager and its other members as follows (prospective investors must initial at least one of the paragraphs in either Paragraphs a., b. or c. below):

a. Individuals must initial one or more of the following statements which apply:

- (1) _____ I certify that I am an accredited investor because I had individual income (exclusive of any income attributable to my spouse) in excess of \$200,000 in each of the two most recent years or joint income with my spouse in excess of \$300,000 in each of those years and have a reasonable expectation of reaching the same income level in the current year.
- (2) _____ I certify that I am an accredited investor because I have an individual net worth, or joint net worth with my spouse, that exceeds \$1,000,000, excluding the value of a principal residence.

b. Organizations or other entities must initial one or more of the following statements which apply:

I certify that I am an accredited investor as:

- (1) _____ A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of investing in the Company (and the grantor did not and will not contribute additional capital for purposes of purchasing the membership interest), and the decision to invest in the Company was made by a sophisticated person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment. Please state the name and address of such sophisticated person: _____
- (2) _____ A trust in respect of which a bank or trust company is the trustee or co-trustee. Please state the name and address of the bank or trust company: _____
- (3) _____ A bank, an insurance company as defined in Section 2(13) of the Act, an investment company or broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, or a small business investment company. Please specify which one of these is applicable: _____
- (4) _____ An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), (i) where the investment decision with respect to this investment is being made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or (ii) which has total assets in excess of \$5,000,000, or (iii) for which, if a self-directed plan, investment decisions are made solely by persons who are accredited investors as defined in the Act.
- (5) _____ A tax-exempt charitable organization pursuant to Section 501(c)(3) of the Internal Revenue Code with assets exceeding \$5,000,000.
- (6) _____ A corporation, limited liability company, partnership, or a Massachusetts or similar business trust, not formed for the specific purpose of acquiring an interest in the Company, with total assets in excess of \$5,000,000.
- (7) _____ A plan established and maintained by a state, its political subdivisions, or any

agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of \$5,000,000.

(8) _____ A corporation or other business entity or organization in which all of its equity owners are accredited investors as defined in the Act because such equity owners have \$200,000 individual income (or \$300,000 joint income) or \$1,000,000 net worth as specified in the section above for individuals. Please attach a list of the names of all equity owners and the manner in which they qualify. **IMPORTANT:** A completed, dated and signed copy of this Statement must be provided by each equity owner as if such equity owner was an individual investor.

(9) _____ Other. Please describe the nature of such other type of entity or organization which you believe is qualified as an accredited investor and cite such legal authority or basis for being an accredited investor under the Act or the regulations promulgated under the Act which is not otherwise provided for above:

c. _____ ***Non-Accredited Investor.*** *If none of the above subparagraphs of paragraphs a. or b. of this Paragraph 7 apply to you, then initial here to certify that you are an individual or other entity which does not qualify as an accredited investor as defined above or in the Act. If you so certify that you are not an accredited investor, the Manager may determine in its sole discretion that you are not qualified to be a member of the Company since certain exemptions specified in the Act and in the regulations promulgated under the Act limit the number of non-accredited investors that can invest in an offering of securities, in which event the Manager will return the Purchase Price to the Investor. However, in the event that the number of non-accredited investors has not yet exceeded the said applicable limits, if any, in the Act or said regulations, the Manager, in its sole discretion, may instead waive this requirement and execute this Agreement, in which case the Manager may first request such additional information and documentation from you as may be necessary to confirm that you are, in any event and at a minimum, a sophisticated investor who has such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of this investment.*

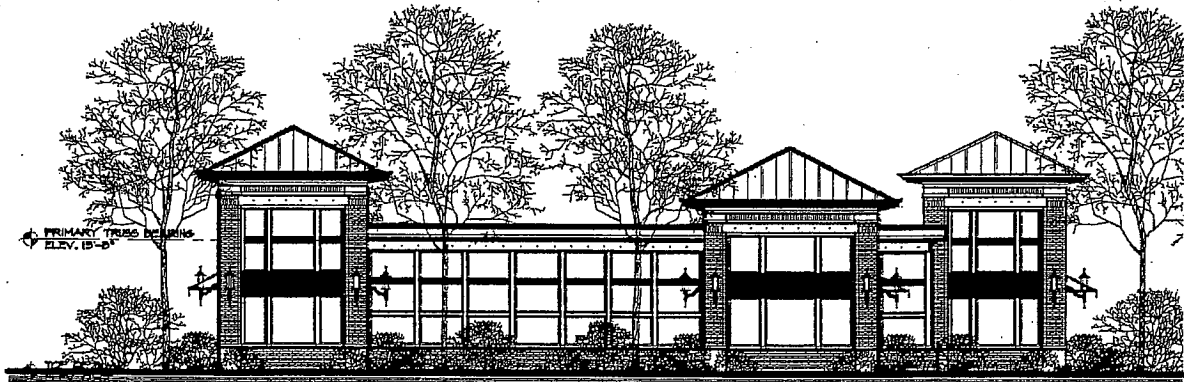
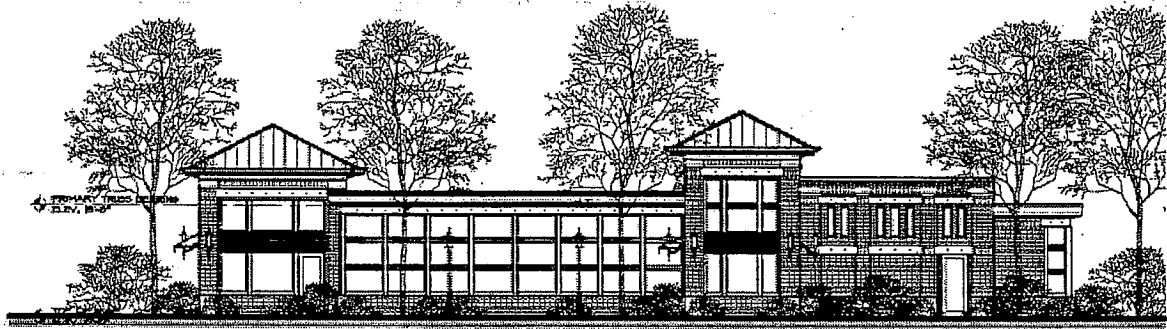
d. If Investor is a corporation, partnership, trust, limited liability company or other entity, the undersigned is organized under the laws of the State of Illinois, authorized and otherwise duly qualified and empowered to execute this Agreement, and has a principal place of business at the address set forth on the signature page hereof.

e. If Investor is an individual, the undersigned is a citizen of the United States of America, at least 21 years of age, a bona-fide resident of the State of Illinois, and has the legal capacity to execute and deliver this Agreement.

f. All information and representations which Investor has provided to the Manager, including all information contained in this Agreement, is true and complete as of the date of this Agreement and may be relied upon by the Manager, the Company and their officers, partners, members, employees, and/or agents as the case may be, and if there should be any change in such information prior to this Agreement being accepted, Investors shall immediately provide the Manager with accurate and complete information concerning any such change.

ARCHITECTURAL RENDERING
GRIDIRON BREW WORKS, LLC

Facing West, toward Towanda Avenue



Facing North, toward Von Maur Drive and the Shoppes at College Hills

EXHIBIT 6

SITE PLAN

GRIDIRON BREW WORKS, LLC

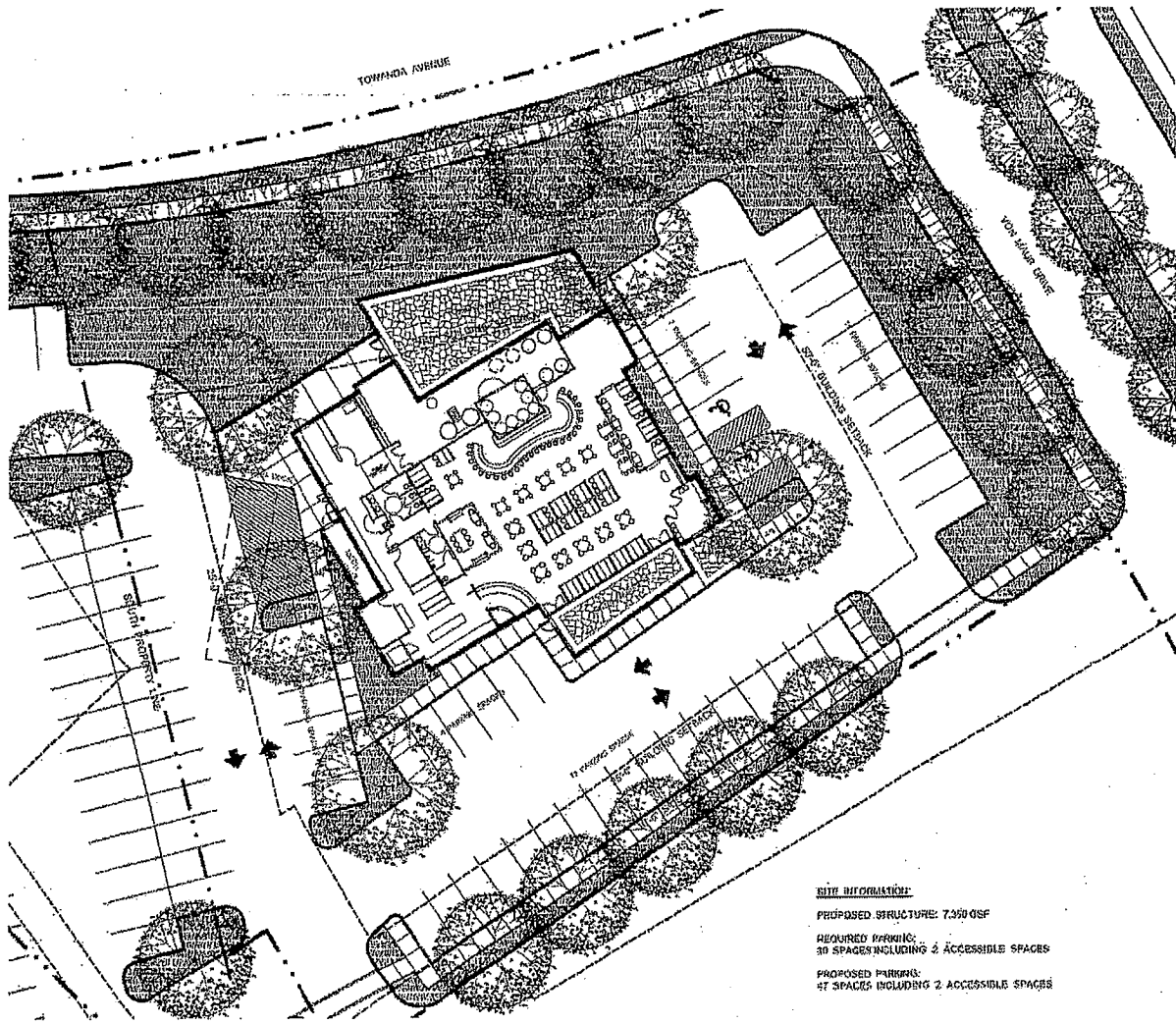


EXHIBIT 7

FLOOR PLAN

GRIDIRON BREW WORKS, LLC

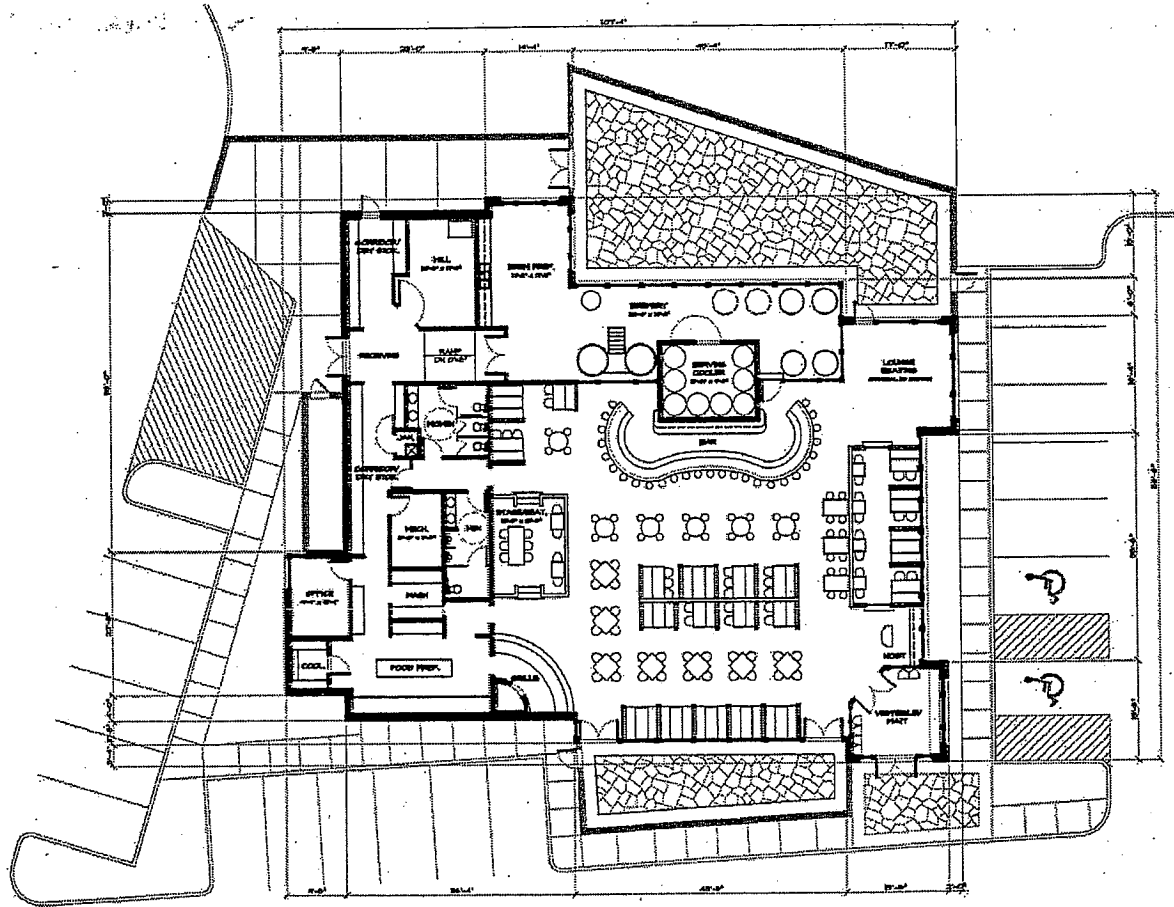


EXHIBIT 8



CONSTRUCTION
P.O. Box 10000, Dallas, Texas 75217

Matthew Price
Elmwood Brewery
148 East Ninth Street
Elmwood, Illinois 61529

Grichon Brew Works
7,350 Sq Ft
PRELIMINARY BUDGET
Budget Items
December 5, 2005

| | |
|--|--------------|
| General Conditions | \$92,500 |
| Demolition | \$5,000 |
| Site Work | \$65,000 |
| Storm Sewer | \$18,000 |
| Base & Blacktop | \$62,000 |
| Water & Sewer | \$38,000 |
| Concrete | \$183,000 |
| Site Concrete | \$32,000 |
| Busineasy | \$160,000 |
| Glass & Glazing | \$92,000 |
| Roofing & Sheetmetal | \$44,000 |
| Insulation | \$16,000 |
| Structural Steel | \$55,000 |
| Steel Erection | \$30,000 |
| Roof Capacity | \$75,000 |
| Field Capacity | \$24,000 |
| Milwork | Barby Others |
| Metal Doors & Hardware | \$15,000 |
| Bath Accessories | \$2,500 |
| Steel Studs, Plaster & Drywall, Acoustical Ceiling | \$85,000 |
| Paint | \$45,000 |
| Floor Covering & Special Flooring | \$20,000 |
| Sprinkler | \$10,000 |
| Plumbing | \$85,000 |
| H.V.A.C. | \$85,000 |
| Electrical | \$135,000 |

| | |
|-----------------------------|-----------------------|
| Landscaping | \$35,000 |
| Ornamental Fencing | \$12,500 |
| Pavils (No Masonry Walls) | \$45,000 |
| Miscellaneous Accessories | \$11,000 |
| Architectural / Engineering | \$55,000 |
| Contingency | \$30,000 |
| Permits / Insurance | \$22,500 |
| Sub-Total | \$1,694,200 |
| Overhead & Profit | \$85,364 |
| TOTAL | \$1,779,564.00 |

Total Building Sq. Ft. = 5236.67/sq ft

ITEMS NOT INCLUDED

- Salection Equipment / Freezers / Coolers
- Brewery Equipment
- Bar
- Awards
- Fountains
- Signage
- Chills / Pizza Oven
- Stage Equipment (simple sound system included)
- Security / Phone System

This is a preliminary budget that could vary either way 10%
It is feasible to reduce cost with slight change (Accepting the basic look and sizes)
approximately \$200,000 to \$250,000.

DO NOT STAPLE

Form LP 201
January 2005

SO22551

Filing Fee: \$150
Submit in duplicate. Payment must be made by cash, check, cashier's check, Illinois attorney's check, Illinois C.R.A.'s check or money order, payable to Secretary of State.
Please do not send cash.

Department of Business Services
Limited Partnership Division
357 Westcott Building
Springfield, IL 62756
217-785-3969
www.sbsd.stateillinois.com

Correspondence regarding this filing will be sent to the registered agent of the Limited Partnership unless a self-addressed, stamped envelope is included.

**Illinois Secretary of State
Department of Business Services
Certificate of Limited Partnership
(Illinois Limited Partnership or LLP)**

Please type or print clearly.

1. Limited Partnership Name: BREWUPUB HOLDINGS, LLLP
(must contain "Limited Partnership," "L.P." or "LLP")

2. Address of office at which records required by Section 111 will be kept:
11812 West Kevin Court

Brimfield, Illinois 61517
Street Address (PO box claims is unacceptable.)

Illinois 61517
City, State, ZIP County

3. Federal Employer Identification Number (E.F.I.N.): 20-3359715

4. Certificate of Limited Partnership is effective on (check one):
 filing date
 a later date, but not more than 60 days subsequent to filing date

5. Registered Agent: Matthew C. Potts
Name

Registered Office: 11812 West Kevin Court
Street Address (PO box claims is unacceptable.)

Brimfield, Illinois 61517
City, State, ZIP County

6. Limited Partnership's Purpose(s): The transaction of any or all lawful business for which limited liability limited partnership may be organized under this Act, including but not limited to the purchasing, leasing and selling of real estate.

7. IRS Business Code Number: 531390

8. This entity is a Limited Liability Limited Partnership:
 Yes
 No

EXHIBIT 10

Printed by authority of the State of Illinois. June 2005.... 1 -- CLP 3.14

Form LP 201

9. Total aggregate dollar amount of cash, property and services contributed by all partners (optional):
\$ _____

10. If agreed upon, brief statement of partners' membership termination and distribution rights (optional):

Names and Business Addresses of all General Partners

The undersigned affirms, under penalties of perjury, that the facts stated herein are true. All general partners are required to sign this Certificate of Limited Partnership.

1. Matthew C. Potts Signature _____
Name and title (type or print) _____
General Partner (Name if corporation or other entity) _____
Street Address _____
City, State, ZIP County _____

2. _____ Signature _____
Name and title (type or print) _____
General Partner (Name if corporation or other entity) _____
Street Address _____
City, State, ZIP County _____

3. _____ Signature _____
Name and title (type or print) _____
General Partner (Name if corporation or other entity) _____
Street Address _____
City, State, ZIP County _____

4. _____ Signature _____
Name and title (type or print) _____
General Partner (Name if corporation or other entity) _____
Street Address _____
City, State, ZIP County _____

**Signatures must be in black ink on an original document.
Carbon copy, photocopy or rubber stamp signatures
may only be used on conformed copies.**

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is entered into as this 16th day of September, 2005 by BREWPUB HOLDINGS, L.L.P., an Illinois Limited Liability Partnership, or its Assignee as provided herein (collectively described as "Purchaser"), and Shoppes at College Hills, L.L.C., an Illinois Limited Liability Company ("Seller").

WITNESSETH:

WHEREAS, Purchaser desires to purchase and Seller desires to sell certain real property and appurtenances thereto belonging described in Section 1 below and in connection therewith Seller and Purchaser desire to enter into this Agreement to set forth the terms and conditions of such purchase and sale.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale Agreement. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement, that certain real property located at the Shoppes at College Hills, Normal, Illinois, legally described on Exhibit A attached hereto and incorporated herein and depicted as Pad D on the Site Plan attached hereto as Exhibit B, that being a parcel of approximately 1.189 acres, together with all privileges, rights, easements, hereditaments and appurtenances thereto belonging (the "Property"). Seller shall convey merchantable title to the Property to Purchaser by special warranty deed, free and clear of all liens and encumbrances, and not subject to any easements, covenants, restrictions, dedications or rights of way, or other matters affecting title to the Property or use of the Property, except for (i) title objections and exceptions approved or waived by Purchaser in accordance with the provisions of Section 3 hereof; (ii) The Operation, Cost Sharing and Sales Tax Reporting Agreement attached hereto as Exhibit C; and (iii) other matters approved in writing by Purchaser (the "Permitted Objections").

2. Purchase Price. The purchase price of the Property ("Purchase Price") shall be Eleven Dollars (\$11.00) per square foot to be determined by the survey referenced in Section 4.1 of this Agreement. Assuming 1.189 acres, the purchase price shall be Five Hundred Sixty-Nine Thousand Seven Hundred Twenty-one Dollars (\$569,721.00), to be paid by Purchaser to Seller in the following manner:

- 2.1. Five Thousand Dollars (\$5,000.00) in cash upon the execution of this Agreement as earnest money ("Earnest Money") to be held by Seller in accordance with the provisions hereof; and
2.2. The balance of the Purchase Price (in excess of the Earnest Money) at Closing, plus or minus credits and prorrations provided for herein, in cash or by certified, cashier's or escrowed check or bank wire transfer of collected federal funds.

3. Title Commitment and Policy. Within ten (10) days after Seller has been notified by Purchaser that all of Purchaser's conditions in Section 4 have been satisfied or waived, Seller shall, at Seller's sole cost and expense, provide Purchaser with a title commitment ("Title Commitment") for an ALTA Form B Owner's Title Insurance Policy ("Title Policy"), issued by Allstate's Title Guaranty Fund or other title insurance company doing business in McLean County ("Title Insurer"), covering the Property in the amount of the Purchase Price showing merchantable record title to the Property to be in Seller. At Closing, Seller shall cause the Title Insurer to issue the Title Policy to Purchaser (in accordance with the Title Commitment provided for in this Section 3.1), subject only to the General Exceptions and to the Permitted Objections.

Notwithstanding the above, Permitted Objections shall include the following: (i) general real estate taxes not yet due and owing; and (ii) covenants, easements and restrictions of record and applicable governmental zoning and building code rules and regulations, provided that none of the

Purchaser shall have the right to extend the condition precedent period set forth above for an additional thirty (30) days, by providing Seller with written notice and an additional Five Thousand Dollars (\$5,000.00) Earnest Money on or before the expiration of the aforesaid seventy-five days.

Purchaser shall have the right to enter upon the Property at reasonable times during the term of this Agreement for the purpose of making such studies, inspections, environmental assessments, soil tests, etc. as Purchaser deems reasonably necessary for satisfaction of the conditions set forth in this Section 4; provided, however, that Purchaser shall indemnify and hold harmless Seller from and against all loss, costs, injury, damage or expense, including reasonable attorneys' fees, caused by such entry or tests and shall return the Property as nearly as possible to its original condition after any such studies, assessments, inspections and tests.

5. Closing. The purchase of the Property shall be consummated as follows:

- 5.1. Closing Date. The closing (the "Closing") shall be held on a date as mutually agreed upon by and between the parties, but in no event later than 5:00 p.m. on that date which is fifteen (15) days after the date upon which Purchaser notifies Seller in writing that the conditions set forth in paragraph 4 hereinabove have been fully satisfied or otherwise waived (the "Closing Date"). The Closing shall be held at the offices of the Title Insurance Company.
5.2. Seller's Deliveries. At Closing, Seller shall deliver to Purchaser the following:
5.2.1. Deed. An executed Special Warranty Deed to the Property prepared by Seller and in a form reasonably acceptable to Purchaser.
5.2.2. Title Policy. The Title Policy provided for in Section 3 hereof.
5.2.3. ALTA Statement. An executed ALTA Statement in the form required by the Title Insurer.
5.2.4. Non-Foreign Affidavit. An executed Non-Foreign Affidavit as required by Section 1445 of the Internal Revenue Code.
5.2.5. Affidavit of Title. An Affidavit of Title substantially in the form attached as Exhibit D.
5.2.6. Other Documents. Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser to fully effect and consummate the transactions contemplated hereby.
5.3. Purchaser's Deliveries. At Closing, Purchaser shall deliver to Seller the following:
5.3.1. Purchase Price. The Purchase Price as set forth in Section 2 hereof, plus or minus prorrations provided for herein.
5.3.2. ALTA Statement. An ALTA Statement in the form required by the Title Insurer.
5.3.3. The Operation, Cost Sharing and Sales Tax Reporting Agreement. The Operation, Cost Sharing and Sales Tax Reporting Agreement substantially in the form attached hereto as Exhibit C.
5.3.4. Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller to fully effect and consummate the transactions contemplated hereby.
5.4. Joint Deliveries. At Closing, Seller and Purchaser shall jointly deliver to each other the following:
5.4.1. Closing Statement. An agreed upon closing statement.
5.4.2. Transfer Tax Filings. Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.
5.4.3. The Operation, Cost Sharing and Sales Tax Reporting Agreement. The Operation, Cost Sharing and Sales Tax Reporting Agreement substantially in the form of that attached hereto as Exhibit C.

foregoing are violated or would materially interfere with Purchaser's intended use of the Property for a brewpub and restaurant.

3.1. Objections to Title of Record. Within fifteen (15) days after Purchaser's receipt of the aforesaid Title Commitment and survey set forth in Section 4.1 below, Purchaser shall furnish to Seller written notification of any objections to or defects in title of record set forth in the Title Commitment. If Purchaser fails to give said notice within said fifteen (15) day period, Purchaser shall be deemed to have accepted all matters then affecting title to the Real Property set forth in the Title Commitment. If Purchaser does give said notice, Purchaser shall be deemed to have accepted all matters set forth in the Title Commitment, not set forth in the notice. After receipt of said notice, Seller shall have the right, at its election, to endeavor to cure such objections to or defects in title set forth therein and shall notify Purchaser of such election within five (5) days. If Seller does elect to endeavor to cure such objections to or defects in title, it shall promptly commence and diligently pursue efforts to cure such objections.

3.2. Failure to Cure Objections. In the event Seller fails to cure Purchaser's objections to or defects in title within fifteen (15) days of receiving notice of such objections to or defects in title, or if Seller shall determine that its efforts to cure will not be successful, Purchaser may either (i) waive such title objections to or defects in title and proceed with closing hereunder or (ii) terminate this Agreement and obtain an immediate return of the Earnest Money, in the event of termination, the parties shall have no further rights or liabilities under this Agreement.

4. Conditions Precedent. Purchaser's obligations under this Agreement shall be subject to the following conditions precedent being satisfied to the satisfaction of the Purchaser (or waived by Purchaser in writing):

- 4.1. Survey. Seller shall provide Purchaser with a survey outlining the overall property limits (with the corresponding legal description) and area of the Property. Seller, at Seller's expense, shall have the corners of the property staked by a land surveyor or locate the surveyor's pins as noted on the aforesaid survey.
4.2. Financing. Purchaser shall have obtained a commitment for financing on terms and conditions reasonably acceptable to Purchaser.
4.3. Investment. Purchaser shall have secured sufficient and suitable pre-organization subscription agreements from private, third-party investors for the investment in the entity to be organized by Purchaser for purposes of developing a Brewpub/Restaurant on the Property and of which Purchaser owns not less than a fifty-one percent (51%) interest.
4.4. Seller Participation. Purchaser and Seller shall enter into an agreement, upon terms reasonably satisfactory to Seller and Purchaser, whereby Seller agrees to participate in the development of the Brewpub/Restaurant by investing \$100,000 cash through either corporate or individual investment; which such investment shall receive a preferred return.
4.5. Utilities. Purchaser shall have obtained written evidence satisfactory to Purchaser that adequate water, storm sewer, sanitary sewer, telephone, gas and electrical services are available to the Property.
4.6. Government Approvals/Permits. To the extent obtainable prior to Closing, Purchaser shall have secured all governmental approvals, licenses and permits necessary for Purchaser's intended use of the Property for Brewpub/Restaurant purposes, including but limited to local and State liquor licenses, Alcohol Tobacco Tax & Trade Bureau (formerly BATF) brewery permits, zoning and building permits and other required business licenses.

In the event that any of the above conditions are not fulfilled to Purchaser's reasonable discretion and satisfaction within seventy-five (75) days from the date of this Agreement, then, unless Purchaser shall have waived the conditions which have not been so fulfilled or satisfied, this Agreement shall terminate. Upon any effective termination pursuant to any provisions hereinabove, the earnest money shall be returned to the Purchaser, and, thereupon neither party shall have any further obligation or liability to the other.

-2-

5.5. Property Taxes.

- 5.5.1. Payments by Seller. All installments of real property taxes on the Property for the year 2004 and prior years shall be paid by Seller prior to or at Closing.
5.5.2. 2005 Taxes Payable in 2006. Real property taxes for the calendar year of the Closing shall be prorated from January 1 of such calendar year to the Closing Date based on the latest available assessment of land only for Shoppes at College Hills, and the Purchaser shall receive a credit against the Purchase Price for the amount so calculated.
5.5.3. Closing Costs. Seller shall pay the following costs: Seller's attorneys' fees, survey fees, the insurance premium for the title policy issued pursuant to the commitment for title insurance required by Section 3 hereof, any transfer taxes or sales taxes and the cost of documentary stamps. Purchaser shall pay the following costs: Purchaser's attorneys' fees and recording fees for recording the deed. Purchaser and Seller shall each pay one half of the fees to record the Agreement referenced in paragraph 5.4.3.
5.6. Brokerage Commissions. Seller represents to Purchaser that no real estate broker has been engaged by Seller with regard to this transaction other than Cullinan Properties Ltd.; to whom Seller shall pay a commission. Purchaser represents to Seller that no real estate broker has been engaged by Purchaser with regard to this transaction. Each party (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any brokerage commissions due to any other real estate broker having been engaged by or claiming to have been engaged by the Indemnifying Party with regard to this transaction.
5.7. Special Assessments. Seller will pay any unpaid special assessments confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Property.
5.8. Prorrations. There shall be no proration of prepaid insurance premiums except with respect to insurance policies to which Purchaser has expressly agreed to accept an assignment (or be added as an additional named insured) as of the Closing Date.

6. Seller's Representations, Warranties and Covenants. In addition to all other representations, covenants and warranties by Seller herein, Seller hereby represents, covenants and warrants, as of the date hereof and as of the Closing Date, as follows:

- 6.1. Ownership. Seller is the sole owner of and has good and merchantable fee simple title to the Property.
6.2. Liens and Liabilities. Seller shall be responsible for all debts, liens, claims, contracts and liabilities in any way connected with the conduct of its operation on the Property, and Purchaser shall have no liability for Seller's operations conducted on the Property or otherwise or for any liabilities known, unknown, contingent or otherwise, of Seller.
6.3. Notice of Litigation or Violation. Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Property. Seller shall promptly notify Purchaser of any such notice received between the date hereof and the Closing Date. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Property, and Seller has received no notice of any such violation issued by any governmental authority.
6.4. Rights in Property. There are no options, purchase contracts, or other agreements of any kind or nature, written or oral, whereunder or whereby any party could claim or assert any right, title or interest in the Property.
6.5. Casualty Insurance. Until Closing, Seller shall, at its expense, keep the Property and the improvements thereon constantly insured with an insurance company acceptable to Purchaser against loss by fire and other casualties with extended coverage in the same amounts as currently carried by Seller as of the date hereof.

EXHIBIT 11

6.6. Mechanics Liens. Seller has fully paid all bills, claims and obligations for labor performed and materials furnished in and about the improvement of the Property, and no such bills, claims or obligations are outstanding or unpaid.

6.7. Leases. No persons are in possession of the Property under any oral or written lease.

6.8. Encroachments. To the best of Seller's knowledge, no improvements upon the Property encroach upon adjoining real estate, nor do any improvements upon adjoining real estate encroach upon the Property.

6.9. Special Assessments. There are no special assessments against the Property and there are no proceedings for special assessments against the Property.

6.10. Non-Compete Covenant. Neither Seller nor any manager, officer or member of Seller shall, during Purchaser's contingency period or for a period of ten years thereafter, knowingly enter into any agreement to sell, lease, develop or build any premises for the purposes of operating a brewpub or brewery within the cities of Bloomington or Normal, Illinois.

6.11. Representations. The representations, covenants and warranties made by Seller under Section 8 hereof shall be true and correct as of the Closing Date. The covenant contained in Section 6.11 shall survive closing.

7. Default. If Seller wrongfully refuses to close the sale of the Property to Purchaser or is unable to close the sale of the Property under the terms of this Agreement, the same shall constitute a breach of this Agreement and Purchaser shall be entitled to all remedies under Illinois law at the time of the breach, including, without limitation, termination of this Agreement and return of the Earnest Money; specific performance, with the rights, but not the obligation, to perform Seller's covenants and agreements hereunder and to deduct the cost and expense of such performance from the Purchase Price payable hereunder; and the right to recover as an element of its damages, reasonable attorneys' fees and court costs and all other damages that Purchaser will suffer as a result of Seller's breach or default hereunder.

If Purchaser wrongfully refuses to close the Purchase of the Property and pay the Purchase Price to Seller then Seller shall be entitled, at its option, to either retain and have paid to the Seller the Earnest Money or to pursue any other remedies available at law or in equity (including but not limited to seeking specific performance) and applying the Earnest Money against any award. Moreover, in the event of a breach by Purchaser, Seller shall also be entitled to collect as an element of its damages, reasonable attorneys' fees and court costs.

8. Condemnation. If, prior to the Closing, any portion or portions of the Property shall be taken by condemnation or any other proceeding in the nature of eminent domain from and after the date hereof, Purchaser, within fifteen (15) days after Purchaser receives notice of such taking, shall be entitled to declare this Agreement null and void and obtain an immediate return of the Earnest Money upon fifteen (15) days' written notice to Seller. In the event of termination, the parties shall have no further rights or liabilities under this Agreement. If Purchaser has not notified Seller of its election to terminate within the aforesaid time period, this Agreement shall continue in full force and effect and there shall be no abatement of the Purchase Price. Seller shall be relieved, however, of the duty to convey title to the portion or portions of the Real Property so taken, but Seller shall, at Closing, assign to Purchaser all of Seller's rights and claims in and to any unpaid awards arising from such taking and credit to Purchaser on account of the Purchase Price all awards therefor collected by Seller (less all reasonable costs and expenses, including, without limitation, attorneys' fees, expenses and court costs incurred by Seller to collect such awards).

9. Miscellaneous. It is further understood and agreed as follows:

9.1. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

9.2. Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

9.3. Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

9.4. Time. Time is of the essence of this Agreement.

9.5. Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

9.6. Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

9.7. Integrated Agreement. This Agreement constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those set forth herein.

9.8. Choice of Law. It is the intention of Seller and Purchaser that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Purchaser and Seller.

9.9. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO SELLER: Shoppes at College Hills, L.L.C.
c/o Cullinan Companies
121 SW Adams
211 Fulton St., Suite 700
Peoria, IL 61602

WITH A COPY TO: Richard M. Joseph
Miller, Hall & Triggs
416 Main Street, Suite 1125
Peoria, IL 61602

IF TO PURCHASER: Brewpub Holdings, LLLP
c/o Matthew C. Potts, General Partner
11012 West Kevin Court
Brimfield, IL 61517

WITH A COPY TO: N/A

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by telex, telefax or other telegraphic method; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

9.10. Waiver of Tender. Formal tender of an executed deed and the Purchase Price each is hereby waived.

9.11. Discrepancy in Description. If the description of the Property on Exhibit A attached hereto does not correctly describe the Property to be purchased hereunder, as legally described in the survey to be provided by Seller hereunder, the description of the Property on Exhibit A shall be modified to correctly describe the same in accordance with the survey, which such

modification shall not materially alter the terms of this Agreement or the intent of the parties herein

9.12. Assignment. Purchaser shall be entitled to assign this Agreement and all obligations relating to this Agreement to any entity organized by either Purchaser or Matthew C. Potts and Linda B. Potts and of which either Purchaser or Matthew C. Potts and Linda B. Potts collectively own not less than a fifty-one percent (51%) interest.

9.13. Right to Repurchase. In the event Purchaser closes on the Property and subsequently fails to substantially commence construction of a brew pub/restaurant on the Property within 18 months after the closing date, Seller shall have the right, exercisable within 60 days after the first 18 months of the Closing Date, to repurchase the property at the purchase price. For purposes of this paragraph "substantial commencement of construction" shall mean that the Purchaser has obtained all necessary construction permits, all governmental approvals, licenses and permits necessary for the Property to be used as a brew pub/restaurant, and shall have completed footings and foundation and commenced vertical construction of the intended improvements pursuant to permits. The representation, warranty and covenant of Purchaser contained in this paragraph shall not be merged into the deed or be cancelled at closing and shall survive the closing of this transaction.

(SIGNATURES NEXT PAGE)

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

SELLER: SHOPPES AT COLLEGE HILLS, L.L.C., an Illinois limited liability company
By: Cullinan Companies, LLC, its Manager
By: [Signature]

PURCHASER: BREWPUB HOLDINGS, LLLP, an Illinois Limited Liability Limited Partnership
By: [Signature]
Matthew C. Potts, its General Partner

EXHIBIT A
LEGAL DESCRIPTION

PART OF LOT 3 IN THE SHOPPES AT COLLEGE HILLS SUBDIVISION AND A PART OF WARD DRIVE IN COLLEGE HILLS MALL SUBDIVISION, DOC. # 79-8285, IN THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF SAID LOT 3 THENCE NORTHWESTERLY 16.67 FEET ALONG A 512.47 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 2°-18'-07" WEST 16.67 FEET TO THE POINT OF BEGINNING;

THENCE NORTHWESTERLY 54.79 FEET ALONG A 512.47 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS 6°-17'-48" WEST 54.76 FEET;

THENCE NORTHWESTERLY 157.11 FEET ALONG A 945.56 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 14°-07'-10" WEST 156.83 FEET;

THENCE NORTH 26°-03'-22" EAST 26.73 FEET;

THENCE NORTH 24°-29'-05" WEST 4.77 FEET TO THE SOUTHERLY LINE OF LOT 1 OF SHOPPES AT COLLEGE HILLS SUBDIVISION.

THENCE NORTH 59°-09'-59" EAST 142.69 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE WESTERLY LINE OF LOT 2 OF SHOPPES AT COLLEGE HILLS SUBDIVISION;

THENCE SOUTH 34°-16'-12" EAST 267.75 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE SOUTHERLY LINE OF LOT 3 OF SHOPPES AT COLLEGE HILLS SUBDIVISION;

THENCE SOUTH 58°-54'-48" WEST 45.06 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 3 TO THE EASTERLY LINE OF WARD DRIVE;

THENCE SOUTH 34°-16'-12" EAST 14.13 FEET ALONG THE EASTERLY LINE OF SAID WARD DRIVE.

THENCE SOUTH 76°-00'-00" WEST 214.49 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.189 ACRES MORE OR LESS.

EXHIBIT B
SITE PLAN

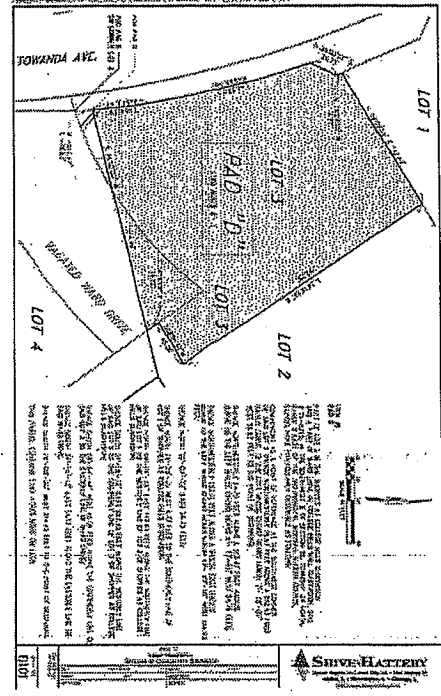


EXHIBIT C
OPERATION, COST-SHARING AND SALES TAX REPORTING AGREEMENT

OPERATION, COST-SHARING
AND SALES TAX REPORTING
AGREEMENT
McLean County

THIS DOCUMENT
PREPARED BY
AND AFTER RECORDING
RETURN TO:

Richard M. Joseph
Miller Hall & Triggs
416 Main Street
Suite 1125
Peoria, Illinois 61602

OPERATION, COST-SHARING AND SALES TAX REPORTING AGREEMENT

BETWEEN

SHOPPES AT COLLEGE HILLS, L.L.C.,

PLAZA AT COLLEGE HILLS, L.L.C.,

AND

BREW PUB HOLDINGS, L.L.P.

For
Shoppes at College Hills

_____, 2005

ARTICLE 1
PARKING

1.1 The number of parking spaces on the Brewpub Tract will, at all times during which a restaurant is operating thereon, be sufficient to satisfy the greater of (i) Section 4.2.5 C, D or E of the REA (whichever is applicable depending upon the size of the restaurant), or (ii) the minimum requirement of any code, ordinance or law of governing bodies having jurisdiction over the Brewpub Tract.

ARTICLE 2
ACCESS ROADWAY

2.1 Shoppes and Plaza hereby grant to Brewpub a non-exclusive perpetual easement for the passage of vehicles over and across those portions of the roadway located on the Shoppes Tract and Plaza Tract identified on Exhibit D, attached hereto, and by this reference made a part hereof (the "Access Roadway"), for the purpose of ensuring that the Brewpub Tract has access to a public roadway. Each of Shoppes and Plaza (the "Relocating Party") may, at its own expense, relocate the roadway upon its Tract provided the relocated roadway is a reasonably similar substitute to the roadway as depicted on Exhibit D. The Relocating Party shall provide Brewpub with written notice thirty (30) days in advance of any such relocation. The Relocating Party shall be subject to all of the requirements of the REA related to any such relocation. The consent of Brewpub shall not be required for any such relocation.

Shoppes covenants that, at no cost to Brewpub or to the Brewpub Tract, other than for the payment of the Base Fee, as that term is hereinafter defined, Shoppes shall cause the Access Roadway to be maintained, at all times, in a first-class condition and state of repair, and in full compliance with all laws, ordinances and codes applicable thereto. Included in such maintenance shall be the prompt attendance to all snow removal, patching, resurfacing and generally all matters necessary to allow the uninterrupted and continuous use of the Access Roadway to and from the Brewpub Tract for the use and enjoyment of Brewpub and its Permittees, each of which shall have the right to use the Access Roadway for purposes of ingress to and egress from the Access Roadway to and from the Brewpub Tract, and all portions thereof, to and from all public roads abutting the Access Roadway. If the Access Roadway is damaged by Brewpub or anyone claiming by, through or under Brewpub, Brewpub shall promptly reimburse Shoppes for the cost of making repairs thereto.

2.2 Brewpub agrees to pay to Shoppes, upon commencement of construction on the Brewpub Tract and thereafter on an annual basis, two thousand five hundred dollars (\$2,500.00) ("Base Fee") The Base Fee shall be paid in monthly installments due on the first day of every month, such payment being mailed to the address of Shoppes, as hereinafter set forth. The Base Fee shall continue to be paid until such time as Shoppes shall deliver Brewpub written notice of a change in the Base Fee ("Change Notice"), which notice shall include the CPI figures used for computing the change, and the actual computation thereof. The Base Fee shall be adjusted annually pursuant to the provisions of Section 4.1 of this Agreement.

3

THIS OPERATION, COST-SHARING AND SALES TAX REPORTING AGREEMENT (this "Agreement") is made and entered into as of this ___ day of _____, 2005, by and between Shoppes at College Hills, L.L.C., an Illinois limited liability company ("Shoppes"), Plaza at College Hills, L.L.C., an Illinois limited liability company ("Plaza"), and BREWPUB HOLDINGS, L.L.P., an Illinois Limited Liability Limited Partnership (described as "Brewpub").

RECITALS

WHEREAS, Shoppes is the owner of the property legally described on Exhibit A, attached hereto and by this reference made a part hereof ("Shoppes Tract"); and

WHEREAS, Plaza owns a leasehold estate in and to the property legally described on Exhibit B, attached hereto and by this reference made a part hereof ("Plaza Tract"); and

WHEREAS, Brewpub is the owner of the property legally described on Exhibit C attached hereto and by this reference made a part hereof ("Brewpub Tract"); having acquired the Brewpub Tract from Shoppes; and

WHEREAS, Shoppes and Plaza are parties to that certain Second Amendment to, and Partial Restatement of, Reciprocal Construction, Operation and Easement Agreement dated as of December 28, 2004, and recorded in the McLean County Recorder's office on January 19, 2005 as Document No. 2005-00002073 ("REA"); and

WHEREAS, the Brewpub Tract is subject to the REA having been a part of the property owned by Shoppes; and

WHEREAS, the parties to the REA, in Section 3.6 thereof, granted to each other a perpetual easement for the non-exclusive vehicular and pedestrian use of the ring road ("Ring Road") as that term is defined in the REA, or as relocated from time to time pursuant to the terms of the REA and for signage; and

Whereas, the parties hereto desire to memorialize certain agreements pertaining to operations, maintenance of the Ring Road, signage, and the reporting of sales tax.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 3
SIGNS

3.1 Plaza grants to Brewpub, during the term of this Agreement, the right to install, maintain, replace and repair, at any time, and from time to time, a panel on Shoppes' Pylon sign ("Pylon") subject to the requirements of the REA.

3.2 Shoppes, shall have the right to approve the design and size of all sign structures located on the Brewpub Tract and the Pylon, including the identification panels to be attached thereto.

3.3 Brewpub shall have the right to be listed as an occupant on the Directional Signs, as that term is defined in the REA, subject to the requirements of the REA. Brewpub agrees to pay Shoppes, on an annual basis, two hundred fifty dollars (\$250.00) ("Signage Fee"). The Signage Fee shall be adjusted in the manner described in Section 4.1.

ARTICLE 4
BREW PUB CONTRIBUTION

4.1 Each of the Base Fee and Signage Fee shall be "Adjusted for Inflation," as that term is hereinafter defined, effective on each anniversary of the date on which Brewpub acquires ownership of the Brewpub Tract. The term "Adjusted for Inflation" shall mean that the Base Fee or Signage Fee shall be adjusted by adding to the Base Fee or Signage Fee for the immediately preceding twelve (12) month period the product of multiplying the Base Fee or Signage Fee for the immediately preceding twelve (12) month period by a fraction, the numerator of which shall be the value of the Index, as that term is hereinafter defined, in effect as of the date the Base Fee or Signage Fee, as the case may be, is adjusted for each twelve-month period, and the denominator of which shall be the value of the Index in effect as of the date of the immediately prior adjustment. The term "Index" shall mean the "Consumer Price Index - U.S. City Average for Urban Wage Earners and Clerical Workers, All Items" of the United States Department of Labor Bureau of Labor Statistics. If the Index is changed so that the base year of the Index changes, 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, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the Index had not been discontinued or revised. Notwithstanding the foregoing, neither the Base Fee nor the Signage Fee shall increase more than two percent (2%) over the prior years Base Fee or Signage Fee.

ARTICLE 5
BUILDING ON BREWPUB TRACT

5.1 Brewpub agrees that all construction activities performed or authorized by it within the Brewpub Tract shall be performed in compliance with all governmental requirements. All construction shall utilize new materials and shall be performed in a good, safe, workman-like manner. Except for the initial construction of the Brewpub building, prior to the commencement

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of any work by or for Brewpub which requires the establishment of a staging and/or storage area on the Brewpub Tract. Brewpub shall give at least thirty (30) days prior notice to Shoppes and Plaza, for their approval, of the proposed location of such staging and/or storage area. If substantial work is to be performed by or for Brewpub, Brewpub shall, at the request of Shoppes or Plaza, fence such staging and/or storage area. If Plaza and Shoppes do not approve the proposed location of the staging and/or storage area, Brewpub shall modify the proposed location of the staging and/or storage area to satisfy the reasonable requirements of Shoppes and Plaza. All storage of materials and the parking of construction vehicles, including vehicles of construction workers, shall occur only on the Brewpub Tract, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points located off of Towanda Avenue and shall access the Brewpub Tract by the most direct route available. Upon completion of such work, Brewpub shall, at its expense, restore any damaged portion of the Access Roadway or any other portion of the Center damaged by such work to a condition equal to or better than that existing prior to the commencement of such work.

ARTICLE 6
LIENS

6.1 Neither Brewpub, Shoppes, nor Plaza or their respective successors and assigns shall permit or cause any construction, mechanics', laborers', materialmen's, or other similar liens to attach to any portion of the property of either one or more of the other parties hereto in connection with the performance of any of its activities hereunder. If, despite the foregoing, either Brewpub, Shoppes, or Plaza, or their respective successors and assigns, permits or causes any such liens to attach to the property of any one or more of the other parties hereto, then the party or parties whose activities have caused such lien to attach shall, at its or their sole cost, cause such lien or liens to be discharged, bonded over or insured over to the satisfaction of the party or parties whose property or properties have been so liened within thirty (30) days following written notice thereof.

6.2 If any such lien is not so released or discharged, then the party or parties whose property is subjected to such lien shall have the right to discharge such lien (without any inquiry as to the validity or merits thereof) and recover from the party that permitted or caused such lien to attach any amount paid thereby in connection with such action, and all costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) incurred thereby, plus interest thereon from the date of expenditure thereof until repaid at the rate set forth in Section 7.11 below.

ARTICLE 7
MISCELLANEOUS

7.1 Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed delivered when received or when delivery has been refused (evidenced in either case by return receipt or similar documentary advice from a recognized private overnight courier company), when sent by a recognized overnight courier company or by United States registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

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7.4 Estoppel Certificate. Upon written request (which shall not be more frequent than three (3) times during any calendar year) of a mortgagee, prospective mortgagee or purchaser, or a party hereto, the other parties hereto shall deliver, within thirty (30) days after request therefor, to the requesting party an estoppel certificate in the form reasonably requested by the requesting party setting forth the status of this Agreement, the existence or absence of amounts due hereunder (and liens therefor) and any defaults that may exist hereunder. Any such statement or certificate may be conclusively relied upon by the party requesting the statement or certificate. The issuance of such statement or certificate shall in no event subject the issuing owner to any liability for the negligent or inadvertent failure of such owner to disclose correct and/or relevant information (but it shall estop such owner from making assertions contrary to those set forth in the certificate for the period covered by the certificate).

7.5 Construction and Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement shall not be construed against any party but will be construed in accordance with the intentions of the parties set forth in this Agreement. The captions preceding the text of each article and section of this Agreement are included only for convenience or reference and should be disregarded in the construction and interpretation of this Agreement.

7.6 Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by the non-performing owner (the "Defaulting Party"):

- a) The failure to make any payment required to be made hereunder within ten (10) days of the due date, or
- b) The failure to observe or perform any of the covenants, conditions or obligations of this Agreement, other than as described in (a) above, within thirty (30) days after the issuance of a notice by another party (the "Non-Defaulting Party") specifying the nature of the default claimed.

7.7 Right to Cure by Non-Defaulting Party; Lien. With respect to any default under subsection 7.6 (b) above, any Non-Defaulting Party shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event the default shall constitute an emergency condition, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party shall have the right to enter upon the Tract of the Defaulting Party (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. Each owner shall be responsible for the default of its tenants/occupants. In the event any Non-Defaulting Party shall cure a default, the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses incurred in connection with such curative action, plus interest as provided in Section 7.11, within thirty (30) days of receipt of demand, together with reasonable documentation supporting each expenditure above \$500.00.

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If to Brewpub: Brewpub Holdings, L.L.P.
c/o Matthew C. Potts, General Partner
11812 West Kevin Ct.
Brimfield, IL 61517

With copy to: N/A

If to Shoppes: Shoppes at College Hills, L.L.C.
Attn: Jeffery D. Giebelhausen
211 Fulton, Suite 700
Peoria, IL 61602

With a copy to: Richard M. Joseph
Miller, Hall & Triggs
416 Main Street, Suite 1125
Peoria IL 61602

If to Plaza: c/o Cullinan Companies, L.L.C.
Attn: Diane Oberhelman
211 Fulton, Suite 700
Peoria, IL 61602

With a copy to: Richard M. Joseph
Miller, Hall & Triggs
416 Main Street, Suite 1125
Peoria IL 61602

or such other address in the United States of America as any party may from time to time specify in writing to the others in the manner aforesaid.

7.2 Binding Effect. The terms of this Agreement and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become owners of real estate described herein.

7.3 Right to Institute Proceedings. In the event of any breach or threatened breach of any restriction or other provision of this Agreement, any party may prosecute any proceedings at law or in equity to enjoin such breach or threatened breach and to recover damages for any such breach. Without limiting the foregoing, the parties expressly acknowledge and agree that any non-monetary breach or default hereunder, including any misuse of the easements granted hereunder and/or the failure to maintain any easement areas as required hereunder, may be enjoined (by negative injunction or affirmative injunction), and that money damages shall not be an adequate remedy for any non-monetary breach or default hereunder.

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Upon the failure of Brewpub to pay any amount due under this Agreement, including any amount owed to a Non-Defaulting Party as a result of the exercise of the Non-Defaulting Party's right to cure a default, in addition to any other rights or remedies available to the parties under this Agreement, the party to whom the payment of money is owed (the "Creditor Party") shall have a lien against the Brewpub Tract and the improvements thereon. Such liens shall arise immediately upon the recording of a notice by the Creditor Party with the Office of the Recorder of Deeds, McLean County, Illinois. The claim of lien shall include the following:

- i. The name of the lien claimant.
- ii. A statement concerning the basis for the claim of lien and identifying the lien claimant as a Non-Defaulting Party.
- iii. An identification of Brewpub or the then-current owner or reputed owner of the Brewpub Tract.
- iv. A description of the Brewpub Tract.
- v. A description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof.
- vi. A statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the date and document number of recordation hereof. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Party against whom the lien is claimed, by personal service or by mailing pursuant to Section 7.1 above. The lien so claimed shall attach from the date of recordation and may be enforced in any judicial proceedings allowed by law, including without limitation, a suit in the nature of a suit to foreclose a mortgage/deed of trust or mechanic's lien under the applicable provisions of the law of the State of Illinois.

Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon at the rate herein specified shall have been paid in full. For the purposes of this Section 7.7, the Base Fee and Signage Fee shall be considered payments owed to Shoppes.

7.8 Costs and Attorney Fees. In the event any party brings any suit or other proceeding with respect to the subject matter or enforcement of this Agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorneys' fees, expenses and costs of investigation as actually incurred (including without limitation court costs, expert witness fees, costs and expenses of investigation, and all attorneys' fees, costs and expenses in any such suit or proceeding).

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7.9 Time Period for Response. Unless provision is made for a specific time period, each response to a request for an approval or consent required to be considered pursuant to this Agreement shall be given by the owner to whom directed within thirty (30) days of receipt. Each disapproval shall be in writing, and the reasons shall be clearly stated. If a response is not given within the required time period, the requested owner shall be deemed to have given its approval if the original notice stated in capitalized letters that failure to respond within the applicable time period will be deemed an approval or if such result is provided for by the terms of this Agreement.

7.10 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.11 Interest. Any time Brewpub shall not pay any sum payable hereunder within five (5) days of the due date, Brewpub shall pay interest on such amount from the due date to and including the date such payment is received by Shoppes, at the lesser of:

- a) The highest rate permitted by law to be either paid on such type of obligation by Brewpub or charged by Shoppes, whichever is less.
- b) The prime rate, plus three percent (3%). As used herein, "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in the Wall Street Journal under the heading "Money Rates"; provided, however, that (i) if more than one such rate is published therein the prime rate shall be the highest such rate and (ii) if such rate is no longer published in the Wall Street Journal or is otherwise unavailable, the prime rate shall be a substantially comparable index of short term loan interest rates charged by U.S. banks to corporate borrowers selected by Shoppes.

7.12 Entire Agreement. This Agreement and the Exhibits hereto contain all the representations and the entire agreement with respect to the subject matter hereof. Any prior negotiations, correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto.

7.13 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

7.14 Amendments. This Agreement may be amended by, and only by, a written agreement signed by the parties hereto and shall be effective only when recorded in McLean County, Illinois.

7.15 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint

ARTICLE 9
REPORTING OF SALES TAX

All persons, corporations, trusts or other entities that have or shall hereafter acquire any interest in any part of the Brewpub Tract (whether by lease or acquisition of fee title) and who are obligated to pay Sales Tax, shall, on or before March 31 of each calendar year, provide to the Town of Normal at 100 E. Phoenix Avenue, P.O. Box 589, Normal IL 61761-0589, Attention Town Counsel, and to Shoppes at 221 Fulton Street, Suite 700, Peoria, Illinois, 61602, or such other location as Shoppes and Town shall from time to time direct, a statement of such owner's or occupant's gross sales for the prior calendar year occurring or deemed to occur on the Property or any portion thereof. Such statement shall be certified by a Certified Public Accountant, or the chief financial officer of an owner or occupant. "Gross Sales" means the amount of gross or total revenue arising from merchandise, services or other operations sold or rendered in, on or from the Property by occupant or any subtenants, licensees or concessionaires, whether or not for cash or on a credit basis and whether or not such sales or services are made by orders taken at the Property but filled or delivered elsewhere. Gross sales shall not include amounts paid as sales tax, amounts of refunds or allowances for defective merchandise or services, customer discounts in the form of credits (where such credits were included in gross revenue), sales of trade fixtures or store equipment not in the ordinary course of business, or amounts received from losses or damages to merchandise or equipment. In the event sales or services on a credit basis comprise greater than forty percent (40%) of gross sales, occupant may deduct from total revenue for purposes of determining gross sales a reasonable reserve (not to exceed five percent (5%) of gross sales) for inability to collect for such credit sales or services; otherwise no deduction may be made therefore. If more than ninety-five percent (95%) of occupant's gross sales as determined above are included in the computation of "gross receipts" for purposes of the Illinois Retailer's Occupation Tax Act (sales tax) and sales tax appropriately paid thereon, gross sales for purposes hereof shall, at the option of either party, mean the same as "gross receipts" for sales tax purposes, and sales tax records and returns can be used, as appropriate, in providing Shoppes with the above required statements. Shoppes agrees to keep occupant's sales statements confidential and not to share the same, except Shoppes may share same with representatives of the Town of Normal as necessary in connection with the Development Agreement, provided that the Town of Normal agrees to keep said sales statements confidential.

To the extent required by the Town of Normal, said owner or occupant shall also execute a letter of letter of direction to the Illinois Department of Revenue authorizing the Illinois Department of Revenue to disclose to the Town the actual volume of Sales Tax paid by the owner or occupant to the Illinois Department of Revenue from sales at retail occurring or deemed to occur on the Property.

[SIGNATURE PAGES FOLLOW]

enterprise. Each owner shall be considered a separate owner, and no owner shall have the right to act as an agent for another owner, unless expressly authorized to do so herein or by separate written instrument signed by the owner to be charged.

7.16 Excusable Delays. Whenever performance is required of any owner hereunder, such owner shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this section shall not operate to excuse any owner from the prompt payment of any monies required by this Agreement.

7.17 Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall (i) entitle any owner to cancel, rescind, or otherwise terminate this Agreement, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any Tract. However, such limitation shall not affect in any manner any other rights or remedies which an owner may have hereunder by reason of any such breach.

7.18 Time. Time is of the essence of this Agreement.

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

ARTICLE 8
TERM

8.1 This Agreement shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on December 31, 2034; provided, however, that the easements specified as being perpetual or as continuing beyond the term of this Agreement shall continue in full force and effect as provided herein. Upon the termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement, except as relate to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Agreement shall not limit or affect any remedy at law or in equity that a party may have against any other party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

SIGNATURE PAGE
FOR
OPERATION, COST-SHARING AND SALES TAX REPORTING AGREEMENT
BETWEEN
SHOPPES AT COLLEGE HILLS, L.L.C.,
PLAZA AT COLLEGE HILLS, L.L.C.,
AND
BREW PUB HOLDINGS, LLLP

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

BREW PUB HOLDINGS, LLLP,
an Illinois Limited Liability Partnership

By: _____
Matthew C. Potts, Its General Partner

STATE OF ILLINOIS)
) ss.
COUNTY OF PEORIA)

On this _____ day of _____, 2005, before me, a Notary Public within and for said County, personally appeared Matthew C. Potts, to me personally known, being first by me duly sworn, did say that he is the General Partner of BREW PUB HOLDINGS, LLLP, an Illinois Limited Liability Partnership, and that said instrument was signed on behalf of said Partnership by authority of its Limited Liability Partnership Agreement and acknowledged said instrument to be the free act and deed of said Partnership.

Notary Public

My commission expires: _____

SIGNATURE PAGE FOR OPERATION, COST-SHARING AND SALES TAX REPORTING AGREEMENT BETWEEN

SHOPPES AT COLLEGE HILLS, L.L.C., PLAZA AT COLLEGE HILLS, L.L.C., AND BREWPUB HOLDINGS, LLLP

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

SHOPPES AT COLLEGE HILLS, L.L.C. ("Shoppes")

By: Cullinan Companies, L.L.C., an Illinois Limited Liability Company, its Manager

By: One of Its Managers Name: Title:

STATE OF) COUNTY OF) ss.

On this day of 2005, before me, a Notary Public within and for said County, personally appeared to me personally known, being first by me duly sworn, did say that he/she is one of the Managers of Cullinan Companies, L.L.C., an Illinois limited liability company, sole member and Manager of SHOPPES AT COLLEGE HILLS, L.L.C., an Illinois limited liability company, and that said instrument was signed on behalf of said company by authority of its Operating Agreement and acknowledged said instrument to be the free act and deed of said company.

Notary Public

My commission expires:

SIGNATURE PAGE FOR OPERATION, COST-SHARING AND SALES TAX REPORTING AGREEMENT BETWEEN

SHOPPES AT COLLEGE HILLS, L.L.C., PLAZA AT COLLEGE HILLS, L.L.C., AND BREWPUB HOLDINGS, LLLP

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

PLAZA AT COLLEGE HILLS, L.L.C. ("Plaza")

By: Cullinan Companies, L.L.C., an Illinois Limited Liability Company, its Manager

By: One of Its Managers Name: Title:

STATE OF) COUNTY OF) ss.

On this day of 2005, before me, a Notary Public within and for said County, personally appeared to me personally known, being first by me duly sworn, did say that he/she is one of the Managers of Cullinan Companies, L.L.C., an Illinois limited liability company, sole member and Manager of PLAZA AT COLLEGE HILLS, L.L.C., an Illinois limited liability company, and that said instrument was signed on behalf of said company by authority of its Operating Agreement and acknowledged said instrument to be the free act and deed of said company.

Notary Public

My commission expires:

EXHIBIT A LEGAL DESCRIPTION OF SHOPPES TRACT

Tract No. 1:

Lot 16 and Outlots 19, 21 and 22 in the Resubdivision of Lots 9 and 10 in College Hills Mall Subdivision to the Town of Normal, according to the plat thereof recorded October 1, 1981 as document no. 81-9151, exception therefrom that part taken by the Department of Transportation of the State of Illinois in Final Judgment Order, entered August 6, 1998 in McLean County Case No. 98-ED-2, in McLean County, Illinois.

Tract No. 2:

Lot 5 in College Hills Mall Subdivision in the Town of Normal, according to the plat thereof recorded July 3, 1979 as document no. 79-8295, in McLean County, Illinois.

Tract No. 3:

Lot 4 in College Hills Mall Subdivision in the Town of Normal, according to the plat thereof recorded July 3, 1979 as document no. 79-8295, in McLean County, Illinois.

Tract No. 4:

Lot 6 in College Hills Mall Subdivision in the Town of Normal, according to the plat thereof recorded July 3, 1979 as document no. 79-8295, in McLean County, Illinois.

Excepting therefrom the following parcel:

A PART OF LOT 16 IN THE RESUBDIVISION OF LOTS 9 AND 10 IN COLLEGE HILLS MALL, ACCORDING TO DOC. # 81-9151 IN THE McLEAN COUNTY RECORDER OF DEEDS, IN THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AS A POINT OF REFERENCE AT THE MOST NORTHERLY CORNER OF SAID LOT 8 THENCE NORTH 59°-09'-59" EAST (ASSUMED BEARING) 240.26 FEET ALONG THE EASTERLY EXTENSION OF SAID LOT 8 TO THE WESTERLY EXTENSION OF THE RIGHT-OF-WAY TAKEN BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CASE NO. 98-ED-2;

THENCE NORTH 89°-03'-18" EAST 218.88 ALONG THE SAID RIGHT-OF-WAY LINE AND ON THE WESTERLY EXTENSION THEREOF;

THENCE SOUTH 62°-45'-21" EAST 79.25 FEET ALONG THE SAID RIGHT-OF-WAY LINE TO THE WESTERLY LINE OF U.S. RTE 66 (MARKED VETERANS PARKWAY)

THENCE SOUTH 0°-49'-12" EAST 313.81 FEET ALONG THE SAID WESTERLY LINE OF U.S. RTE 66;

THENCE SOUTH 8°-05'-40" WEST 122.56 FEET ALONG THE SAID WESTERLY LINE OF U.S. RTE 66;

THENCE SOUTH 0°-49'-20" EAST 187.78 FEET ALONG THE SAID WESTERLY LINE OF U.S. RTE 66 TO THE CREEK ROW IN COLLEGE HILLS MALL SUBDIVISION;

THENCE SOUTH 63°-59'-35" WEST 510.19 FEET ALONG THE SAID NORTHERLY CREEK ROW TO THE EASTERLY CORNER OF LOT 6 IN COLLEGE HILLS MALL SUBDIVISION;

THENCE NORTH 30°-42'-57" WEST 81.53 FEET ALONG THE EASTERLY LINE OF SAID LOT 6 AND THE EAST LINE OF SAID LOT 8;

NORTH 65°-59'-37" EAST 11.13 FEET ALONG THE SOUTH LINE OF SAID LOT 8; THENCE NORTH 64°25'-35" EAST 362.00 FEET ALONG THE SOUTH LINE OF SAID LOT 8;

THENCE NORTHEASTERLY 162.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 8 ALONG A NON-TANGENTIAL 165.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 36°-25'-52" EAST 155.61 FEET;

THENCE NORTH 30°-48'-12" WEST 188.79 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 8;

THENCE NORTH 59°-11'-48" EAST 50.20 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 8;

THENCE NORTH 30°-50'-25" WEST 118.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 8;

THENCE SOUTH 59°-12'-35" WEST 201.21 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 8;

THENCE NORTH 30°-49'-16" WEST 249.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 8 TO THE POINT OF BEGINNING.

And further excepting therefrom the following parcel:

A part of Lot 5 in College Hills Mall Subdivision, according to document no. 79-8295 in the McLean County Recorder of Deeds, and part of Lot 16 in the Resubdivision of Lots 9 and 10 in College Hills Mall Subdivision, document number 81-9151, in the Southwest Quarter of Section 26, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Commencing as a point of reference at the Southwest corner of Lot 6 in College Hills Mall Subdivision; thence North 0 degrees 05 minutes 48 seconds West (assumed bearing), 193.20 feet along the West line of said Lot 6; thence Northwesterly 442.95 feet along the west line of said Lots 5 and 6 along a 1,039.73 foot radius curve to the left whose chord bears North 12 degrees 16 minutes 09 seconds West, 439.61 feet to the point of beginning. From said point of beginning; thence Northwesterly 176.35 feet along the West line of said Lot 5 along a 1,039.73 foot radius curve to the left whose chord bears North 29 degrees, 19 minutes 57 seconds West, 176.13 feet; thence North 34 degrees 12 minutes 25 seconds West, 142.12 feet along the West line of said Lots 5 and 16; thence North 59 degrees 45 minutes 37 seconds East 100.98 feet; thence South 52 degrees 48 minutes 43 seconds East 20.08 feet; thence North 37 degrees 14 minutes 53 seconds East 41.06 feet; thence South 30 degrees 14 minutes 23 seconds East, 17.00 feet; thence North 59 degrees 45 minutes 37 seconds East, 84.23 feet; thence North 37 degrees 18 minutes 14 seconds East, 226.46 feet; thence South 30 degrees 50 minutes 01 seconds East, 380.07 feet; thence South 59 degrees 09 minutes 59 seconds West, 437.05 feet to the point of beginning.

| | | |
|---------------|----------------|---------------|
| Tax I.D. Nos: | Lot 4: | 14-26-304-007 |
| | Lot 5: | 14-26-376-004 |
| | Lot 6: | 14-26-376-006 |
| | Lot 16: | 14-26-326-020 |
| | Outlot Lot 19: | 14-26-326-017 |
| | Outlot Lot 21: | 14-26-304-001 |
| | Outlot Lot 22: | 24-26-304-010 |

AND FURTHER EXCEPTING THEREFROM, THE FOLLOWING:

A PART OF LOTS 3 AND 4 IN THE SHOPPES AT COLLEGE HILLS SUBDIVISION AND A PART OF WARD DRIVE IN COLLEGE HILLS MALL SUBDIVISION, DOC. # 79-8295, IN THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF SAID LOT 4 THENCE NORTH 0°-05'-48" WEST 81.56 FEET ALONG THE WEST LINE OF SAID LOT 4;

EXHIBIT B
LEGAL DESCRIPTION OF ORIGINAL PLAZA TRACT

Lot 2 in the Shoppes at College Hills Subdivision, being a part of the Southwest Quarter, Section 26, Township 24 North, Range 2 East of the Third Principal Meridian according to the plat thereof recorded on March 15, 2005 as document number 2005-00007362 in the McLean County Recorder's office, McLean County Illinois.

THENCE NORTH 2°-45'-04" EAST 128.95 FEET TO THE SOUTHERLY LINE OF SAID WARD DRIVE;

THENCE NORTH 0°-16'-40" EAST 104.32 FEET TO THE SOUTHERLY LINE OF SAID LOT 3;

THENCE NORTHWESTERLY 16.67 FEET ALONG A 512.47 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 2°-18'-07" WEST 16.67 FEET;

THENCE NORTH 76°-00'-00" EAST 77.89 FEET TO THE SOUTHERLY LINE OF SAID LOT 3;

THENCE NORTH 76°-00'-00" EAST 136.60 FEET TO THE EASTERLY LINE OF SAID WARD DRIVE;

THENCE SOUTH 34°-16'-12" EAST 98.04 FEET;

THENCE SOUTHEASTERLY 251.92 FEET ALONG A 250.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 63°-05'-15" EAST 241.43 FEET ALONG THE SOUTHWESTERLY LINE OF LOT 2 IN THE SHOPPES AT COLLEGE HILLS SUBDIVISION;

THENCE SOUTH 31°-56'-39" EAST 18.83 FEET;

THENCE SOUTH 1°-19'-18" EAST 42.91 FEET TO THE SOUTH LINE OF SAID LOT 4;

THENCE SOUTH 63°-59'-35" WEST 171.91 FEET ALONG THE SOUTH LINE OF SAID LOT 4;

THENCE SOUTHWESTERLY 261.86 FEET ALONG A 578.04 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 76°-58'-20" WEST 259.63 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 4;

THENCE SOUTH 89°-54'-12" WEST 88.00 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.943 ACRES MORE OR LESS.

EXHIBIT C
LEGAL DESCRIPTION OF BREWPUB TRACT

PART OF LOT 3 IN THE SHOPPES AT COLLEGE HILLS SUBDIVISION AND A PART OF WARD DRIVE IN COLLEGE HILLS MALL SUBDIVISION, DOC. # 79-8295, IN THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF SAID LOT 3 THENCE NORTHWESTERLY 16.67 FEET ALONG A 512.47 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 2°- 18'-07" WEST 16.67 FEET TO THE POINT OF BEGINNING;

THENCE NORTHWESTERLY 54.79 FEET ALONG A 512.47 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS 6°- 17'-48" WEST 54.76 FEET;

THENCE NORTHWESTERLY 157.11 FEET ALONG A 945.56 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 14°- 07'-10" WEST 156.93 FEET;

THENCE NORTH 26°-03'-22" EAST 26.73 FEET;

THENCE NORTH 24°-29'-05" WEST 4.77 FEET TO THE SOUTHERLY LINE OF LOT 1 OF SHOPPES AT COLLEGE HILLS SUBDIVISION.

THENCE NORTH 59°-09'-59" EAST 142.69 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE WESTERLY LINE OF LOT 2 OF SHOPPES AT COLLEGE HILLS SUBDIVISION;

THENCE SOUTH 34°-16'-12" EAST 267.75 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE SOUTHERLY LINE OF LOT 3 OF SHOPPES AT COLLEGE HILLS SUBDIVISION;

THENCE SOUTH 58°-54'-48" WEST 45.06 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 3 TO THE EASTERLY LINE OF WARD DRIVE;

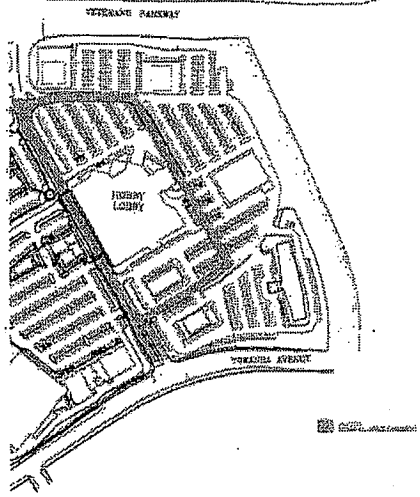
THENCE SOUTH 34°-16'-12" EAST 14.13 FEET ALONG THE EASTERLY LINE OF SAID WARD DRIVE.

THENCE SOUTH 76°-00'-00" WEST 214.49 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.189 ACRES MORE OR LESS.

EXHIBIT D
ACCESS ROADWAY

EXHIBIT D
ACCESS ROADWAY



EXECUTIVE SUMMARY

Assignment

The valuation assignment is to estimate the "as is" and prospective "as stabilized" market values of the leased fee estate (interest) in the appraised property, as encumbered by all existing and proposed leases, easements of record, all municipal building codes and ordinances, and zoning restrictions, and subject to the limiting conditions and assumptions stated in this report.

Location

The Shoppes at College Hills
Southwest Quadrant of Veterans Parkway and College Avenue
Normal, Illinois

Property Type

The appraised property is a "life-style" mall known as The Shoppes at College Hills. The appraised property is a redevelopment of a former enclosed regional mall. The redevelopment process included demolishing all of the enclosed mall structures (except for the anchor stores -Target, Von Maur and Hobby Lobby - which are separately owned) and constructing 144,557 square feet of gross leasable area (GLA) of new retail space located adjacent to the Von Maur and Target plus two, free-standing, multi-tenant small shops buildings, and four vacant outlots (Outlots D, E, F and G). The total gross leasable area of the finished The Shoppes at College Hills development will equal 430,192 square feet, of which 285,635 square feet is comprised of existing anchor space (Target, Von Maur and Hobby Lobby) and 144,557 square feet of newly constructed retail space.

Appraised Property

This appraisal values The Shoppes at College Hill "as is" and "as stabilized". The appraised property is comprised of 144,557 square feet of retail space built on 803,185 square feet, or 18.44 acres of supporting land plus three vacant lots (Outlots D, E, and F). The total appraised site equals 964,314 square feet, or 22.14 acres, subject to survey.

We note that this appraisal assignment does not include the anchor tenant stores (Target, Von Maur and Hobby Lobby) and supporting land.

Assessment and Taxes

| | |
|---|--------------|
| Assessed Value (2004) | \$1,543,043 |
| Estimated Real Estate Taxes (2004) (payable 2005) | \$115,183.88 |

Zoning

C-3, Community Regional Shopping District

Current Use:

The appraised property is a newly constructed "life-style" mall that was part of the redevelopment of a former enclosed regional mall into an open-air "life-style" mall know known as The Shoppes at College Hills.

Highest and Best Use:

As Vacant

The highest and best use of the appraised property, as though vacant available for development to its highest and best use, is for large-scale commercial development.

As Improved

The highest and best use of the appraised property, as improved, is for continued use a multi-tenant, "life-style" shopping center, as leased.

RECI

REAL ESTATE COUNSELORS INTERNATIONAL, INC.

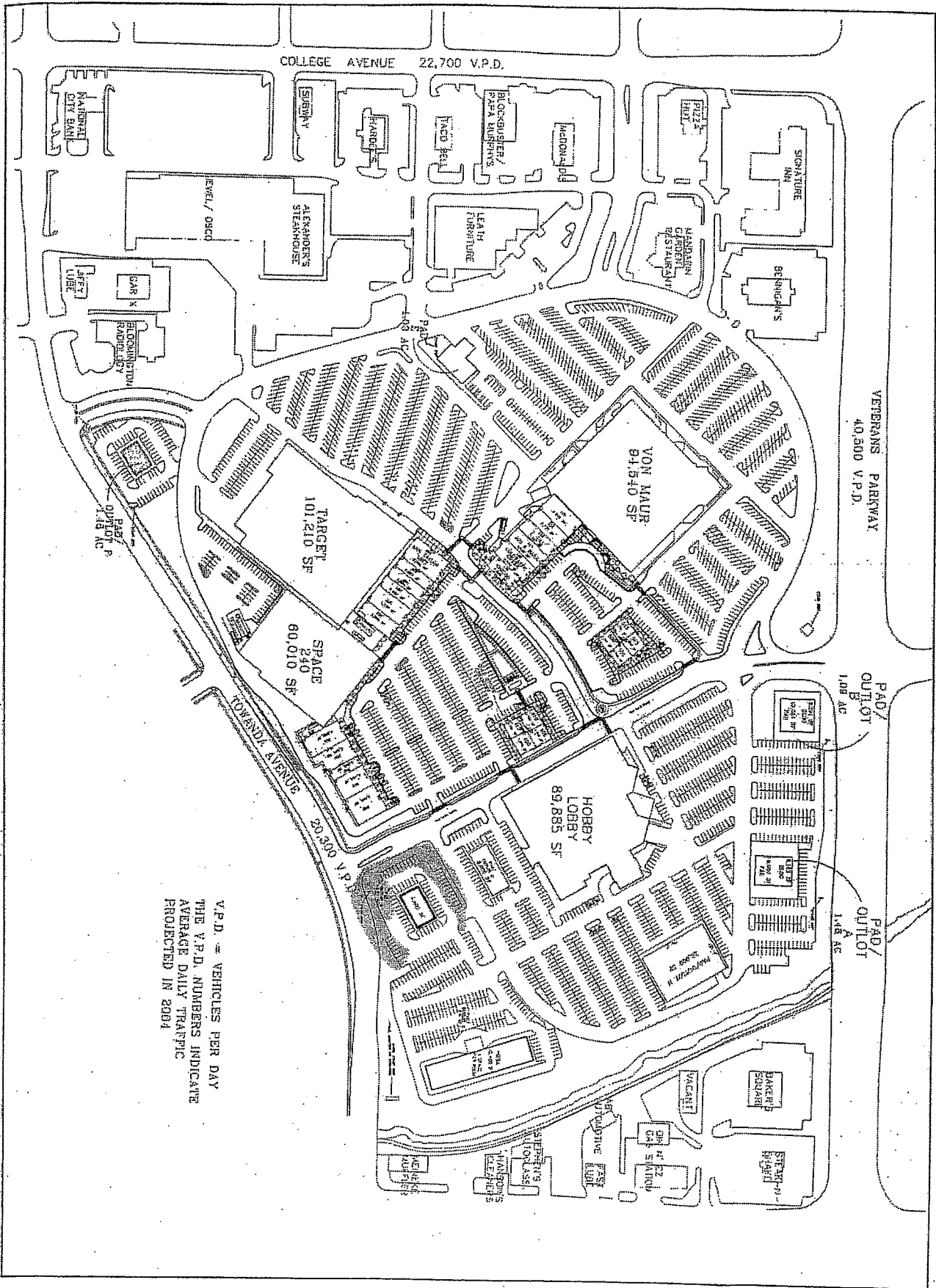
EXHIBIT 12

"As Is" Outlots D, E, F & G

| Value Indications: | <u>Outlot D</u> | <u>Outlot E</u> | <u>Outlot F</u> | <u>Outlot G</u> |
|---------------------------|------------------------|------------------------|------------------------|------------------------|
| Cost Approach | \$880,000 | \$470,000 | \$710,000 | \$1,190,000 |
| Market Approach | N/A | N/A | N/A | N/A |
| Income Approach | N/A | N/A | N/A | N/A |
| Value Conclusions: | \$880,000 | \$470,000 | \$710,000 | \$1,190,000 |

Marketing Period 12 months

Exposure Period 12 months



V.P.D. = VEHICLES PER DAY
 THE V.P.D. NUMBERS INDICATE
 AVERAGE DAILY TRAFFIC
 PROJECTED IN 2004

| Item | Quantity | Unit Price | Total |
|----------------------|--------------|-------------------|-------------------|
| Site Preparation | 1.00 | 1,000,000 | 1,000,000 |
| Site Grading | 1.00 | 1,000,000 | 1,000,000 |
| Site Erosion Control | 1.00 | 1,000,000 | 1,000,000 |
| Site Fencing | 1.00 | 1,000,000 | 1,000,000 |
| Site Lighting | 1.00 | 1,000,000 | 1,000,000 |
| Site Security | 1.00 | 1,000,000 | 1,000,000 |
| Site Signage | 1.00 | 1,000,000 | 1,000,000 |
| Site Survey | 1.00 | 1,000,000 | 1,000,000 |
| Site Utilities | 1.00 | 1,000,000 | 1,000,000 |
| Site Water | 1.00 | 1,000,000 | 1,000,000 |
| Site Sewer | 1.00 | 1,000,000 | 1,000,000 |
| Site Stormwater | 1.00 | 1,000,000 | 1,000,000 |
| Site Parking | 1.00 | 1,000,000 | 1,000,000 |
| Site Access | 1.00 | 1,000,000 | 1,000,000 |
| Site Construction | 1.00 | 1,000,000 | 1,000,000 |
| Site Occupancy | 1.00 | 1,000,000 | 1,000,000 |
| Site Maintenance | 1.00 | 1,000,000 | 1,000,000 |
| Site Insurance | 1.00 | 1,000,000 | 1,000,000 |
| Site Taxes | 1.00 | 1,000,000 | 1,000,000 |
| Site Other | 1.00 | 1,000,000 | 1,000,000 |
| Total | 13.00 | 13,000,000 | 13,000,000 |

SHOPPES AT COLLEGE HILLS NORMAL, ILLINOIS



LEASE
 PLAN

November 3, 2004

Bloomington-Normal

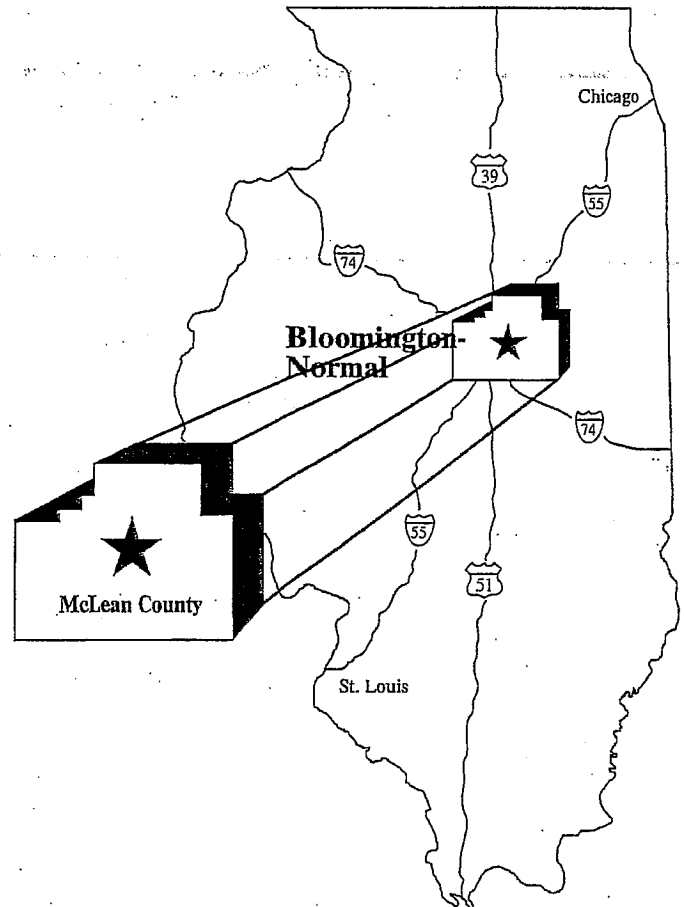
MCLEAN COUNTY

Bloomington-Normal/McLean County continues to be an economic leader in Illinois. The economy finds its strength in insurance, education, healthcare, agribusiness and industry.

Bloomington-Normal/McLean County is located at the crossroads of Midwest commerce. Converging at the community are Interstates 39, 55 and 74. McLean County is within a three-hour drive of metropolitan centers Chicago, St. Louis and Indianapolis.

The advantages of the Chicago/St. Louis rail corridor make the area attractive for land-based transportation. Rated as one of the top non-hub airports in the nation for growth, the Central Illinois Regional Airport at B-N is a regional hub for air transportation, offering commuter and jet service to major national and international destinations.

Many opportunities remain for entry into Bloomington-Normal/McLean County's dynamic markets. An enterprise zone, tax increment financing and business incentives are available on a case-by-case basis for commercial interests. The area offers a wide range of business development opportunities and residential choices.



2005

Demographic *Profile*

Economic Development Council • 3201 CIRA Drive • Suite 201 • Bloomington, IL 61704
Telephone (309) 661-6332 • Fax (309) 661-0743 • www.bnbiz.org

EXHIBIT 13

Major Employers

| | |
|---|--------|
| 1. State Farm Insurance Companies | 14,132 |
| 2. Illinois State University | 3,211 |
| 3. COUNTRY Insurance & Financial Services | 2,289 |
| 4. Mitsubishi Motor Manufacturing | 1,979 |
| 5. BroMenn Healthcare* | 1,950 |
| 6. Unit 5 School District (Normal)* | 1,487 |
| 7. Anderson Financial Network, Inc.* | 1,047 |
| 8. OSF-St. Joseph Medical Center | 974 |
| 9. McLean County Government** | 892 |
| 10. District 87 Schools (Bloomington) | 879 |
| 11. City of Bloomington | 863 |
| 12. WalMart, Inc. | 789 |
| 13. Verizon Communications* | 700 |
| 14. Town of Normal | 648 |
| 15. IRS Distribution Center (CADC)* | 610 |
| 16. Illinois Wesleyan University | 583 |
| 17. Nestle-Beich | 440 |
| 18. Bloomington Post Office | 416 |
| 19. Heritage Enterprises | 414 |
| 20. GROWMARK, Inc. | 380 |
| 21. Heartland Community College | 362 |
| 22. Bridgestone/Firestone | 354 |
| 23. Illinois Agricultural Association | 337 |
| 24. Chestnut Health Systems | 312 |
| 25. The Pantagraph | 257 |
| 26. Stark Excavating & Materials* | 250 |
| 27. MARC Center | 245 |
| 28. Original Smith Printing* | 204 |
| 29. General Electric Industrial Systems* | 157 |

*Data from 2003. **Data not provided.
Source: Corporate Human Resource Depts. (Dec. 2004)
Revised 03/08/05.

Illinois Average Annual Individual Pay

| Metro Area | 2003 Avg. | % Change (From 2002) |
|--------------------|-----------|----------------------|
| Bloomington-Normal | \$34,910 | -3.34% |
| Chicago | \$40,130 | -7.17% |
| Champaign-Urbana | \$33,410 | 4.47% |
| Decatur | \$32,170 | -3.14% |
| Indianapolis, IN | \$35,750 | -2.31% |
| Kankakee | \$31,890 | 6.35% |
| Peoria-Pekin | \$34,050 | -0.62% |
| Rockford | \$34,810 | 6.07% |
| St. Louis, MO | \$37,260 | 1.52% |
| Springfield | \$35,680 | -4.41% |

Population Projections

Following are 30-year population projections for Central Illinois counties:

| County | 1990 Population | Estimated 2020 Population |
|--------------|---------------------|---------------------------|
| Champaign | 173,022 | 206,420 |
| DeWitt | 16,554 | N/A |
| Ford | 14,217 | N/A |
| Grundy | 32,497 | 43,583 |
| Iroquois | 30,779 | 29,127 |
| LaSalle | 107,090 | N/A |
| Livingston | 39,350 | N/A |
| Logan | 30,771 | 33,967 |
| McLean | 129,605 | 165,589 |
| Macon | 117,216 | 118,507 |
| Marshall | 12,864 | 13,856 |
| Mason | 16,294 | N/A |
| Peoria | 183,076 | 189,277 |
| Platt | 15,554 | 17,270 |
| Putnam | 5,734 | 5,887 |
| Sangamon | 178,733 | 208,201 |
| Tazewell | 123,909 | 134,180 |
| Woodford | 32,816 | 44,055 |
| State | 11.4 million | 13.3 million |

Sources: Illinois Bureau of Budget 2002, US Census Bureau

Population Percentages

Below are census data breakdowns for Bloomington-Normal populations. Information is derived from Woods and Poole Economics Inc.

| Category | Population % |
|------------------|--------------|
| Caucasian | 87.0 |
| African-American | 7.0 |
| Hispanic | 3.0 |
| Asian | 3.0 |

Sources: U.S. Census Bureau.

Area Communities

| Community | 1990 Pop. | 2000 Pop. |
|------------|-----------|-----------|
| Anchor | 178 | 175 |
| Arrowsmith | 313 | 298 |
| Bellflower | 405 | 408 |
| Carlock | 418 | 456 |
| Chenoa | 1,732 | 1,845 |
| Colfax | 854 | 989 |
| Cooksville | 211 | 213 |
| Danvers | 981 | 1,183 |
| Downs | 620 | 776 |
| Ellsworth | 224 | 271 |
| El Paso | 2,499 | 2,695 |
| Gridley | 1,304 | 1,411 |
| Heyworth | 1,629 | 2,481 |
| Hudson | 1,006 | 1,510 |
| LeRoy | 2,777 | 3,332 |
| Lexington | 1,810 | 1,912 |
| McLean | 819 | 808 |
| Saybrook | 767 | 764 |
| Stanford | 648 | 670 |
| Towanda | 543 | 493 |

Source: U.S. Census Bureau 2001

Utilities

Electricity

AmerenIP & Corn Belt Energy Corp.

Natural Gas

AmerenIP, Corn Belt Energy Corp., & Nicor Gas Co.

Telephone

El Paso Telephone Co.
Verizon Communications
Gridley Telephone Co.
Inland Telephone Co.
Frontier Communications

Bloomington Water

Source: 2 Lakes
Storage Capacity: 18 MGD
Avg. Daily Consumption: 11 MGD
Peak Consumption: 20 MGD

Normal Water

Source: 14 Wells
Storage Capacity: 7.5 MGD
Avg. Daily Consumption: 4.5 MGD
Peak Consumption: 7 MGD

MGPD=Million Gallons per Day

Sewer

The B-N Water Reclamation District owns and operates a 22 MGD tertiary treatment facility.

Population

| | 1996 | 1997 | 1998 | 1999 | 2000* | 2001 | 2002 | 2003 |
|-------------|----------|---------|---------|---------|---------|---------|---------|---------|
| Bloomington | 58,367 | 58,946 | 59,702 | 60,872 | 64,808 | 66,132 | 67,417 | 68,507 |
| Normal | 42,219** | 44,275 | 44,919 | 44,919 | 45,386 | 46,053 | 47,078 | 48,649 |
| McLean City | 140,183 | 141,699 | 143,366 | 145,477 | 150,433 | 152,113 | 154,453 | 156,879 |

Source: McLean County Regional Planning *Decennial Census **Special Census

Tax Structure

| Bloomington | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Township | 0.23675 | 0.21995 | 0.22060 | 0.14473 | 0.13441 | 0.1562 |
| City | 1.16719 | 1.14847 | 1.10580 | 1.04982 | 1.01732 | 1.01064 |
| County | 0.98270 | 0.92513 | 0.91516 | 0.93722 | 0.93064 | 0.93685 |
| School Dist. | 4.45715 | 4.43063 | 4.42148 | 4.40538 | 4.43752 | 4.43447 |
| All Others | 0.74791 | 0.77567 | 0.76140 | 0.76182 | 0.82833 | 0.90009 |
| TOTALS | 7.58770 | 7.49985 | 7.42444 | 7.29897 | 7.34822 | 7.43825 |

| Normal | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Township | 0.08512 | 0.10699 | 0.10605 | 0.10233 | 0.12649 | 0.12399 |
| City | 0.70223 | 0.69064 | 0.68647 | 0.74427 | 0.72823 | 0.83987 |
| County | 0.98270 | 0.92513 | 0.91516 | 0.93722 | 0.93064 | 0.93685 |
| School Dist. | 4.19691 | 4.19996 | 4.43254 | 4.35044 | 4.34413 | 4.43031 |
| All Others | 0.93752 | 0.95588 | 0.94359 | 0.94372 | 0.95181 | 1.03216 |
| TOTALS | 6.90448 | 6.87860 | 7.08381 | 7.07798 | 7.08130 | 7.36318 |

Source: McLean County Supervisor of Assessments. Property is assessed at 33.33% of fair market value. The tax rate is applied to each \$100.00 of assessed value. 2004 figures not available until June 2005.

Education

| Elementary Schools | Students |
|--|----------------|
| Unit 5 | \$8,609 |
| Brigham Elementary | 375 |
| Carlock Elementary | 127 |
| Colene Hoose Elementary | 569 |
| Eugene Field Elementary | 143 |
| Fairview Elementary | 390 |
| Fox Creek Elementary | 300 |
| Glenn Elementary | 269 |
| Grove Elementary | 461 |
| Hudson Elementary | 218 |
| Oakdale Elementary | 471 |
| Northpoint Elementary | 659 |
| Oakland Elementary | 452 |
| Parkside Elementary | 324 |
| Pepper Ridge Elementary | 533 |
| Prairie Land Elementary | 583 |
| Sugar Creek Elementary | 313 |
| Towanda Elementary | 120 |
| District 87 | |
| Bent Elementary | 314 |
| Irving Elementary | 400 |
| Mulberry Elementary | 83 |
| St. Clare Elementary | 368 |
| Sheridan Elementary | 502 |
| Washington Elementary | 411 |
| ISU Laboratory School | |
| Thomas Metcalf Elementary (K-8) | 424 |
| Academies / Junior High Schools | |
| Bloomington Junior High | 1354 |
| Calvary Baptist Academy (grades 1-8) | 337 |
| Central Junior High | 850 |
| Chesterbrook Academy | 600 |
| Chiddix Junior High School | 850 |
| Cornerstone Christian Academy (grades 1-8) | 418 |
| Holy Trinity | 597 |
| Kingsley Junior High | 1015 |
| Parkside Junior High School | 877 |
| Trinity Lutheran School (grades 1-8) | 376 |
| St. Mary's Catholic Elementary | ** |
| Trinity Lutheran School (grades 1-8) | 376 |

SOURCE: The figures contained herein were compiled from a survey of the Bloomington-Normal area school districts conducted by the Economic Development Council of the Bloomington-Normal area in November 2004. Figures not directly retrieved from schools were taken from the 2004 Illinois School Report Cards. **Data unknown. Revised 3/11/05

| High Schools | Students |
|--|---------------|
| Unit 5 | 10,932 |
| Normal Community High School | 1,642 |
| Normal Community West High School | 1,485 |
| ISU Laboratory School | |
| University High School | 615 |
| District 87 | 5,547 |
| Bloomington High School | 1,546 |
| Private/Parochial | |
| Calvary Baptist Academy (grades 9-12) | 400 |
| Central Catholic High School | ** |
| Alternative Schools | |
| Bloomington Area Vocational Center | 414 |
| Regional Alternative School | 250 |
| Stevenson School | 515 |
| Non-Public Special Education Facility | |
| Hammitt School (K-8) | 105 |
| Hammitt High School | 32 |

Heartland Community College

HCC was established in 1990, and classes were first offered in the fall of 1991. Since then, enrollment has grown to 4,708 credit students and 4,475 non-credit students. HCC offers associate and transfer degrees and certificates in 58 different areas.

Illinois State University

Founded in 1857, ISU was the first public university in Illinois. With an enrollment of over 20,705 and a faculty and staff numbering 3,304, ISU has six colleges and 95 academic departments offering more than 160 fields of study.

Illinois Wesleyan University

A private university founded in 1850, IWU has a student enrollment of 2,099 undergraduates. Recognized as one of the nation's premier private residential liberal arts universities, IWU offers 39 majors and three pre-professional programs with 578 faculty and staff members.

Lincoln College - Normal

Lincoln College's Normal campus, a private residential college, offers academic and vocational programs to 350 students. Accredited by the North Central Association, Lincoln offers associate degrees as well as bachelor's degrees in business management and liberal arts with a student/faculty ratio of 14:1.

State of Illinois Taxes

Corporate Income Tax—Based on reported federal income. The rate is 7.3% based on a 4.8% income tax and 2.5% replacement tax.

Sales/Use Tax—Sales tax of 6.25% is imposed on the purchase price of tangible personal property for use or consumption.

Property—State property tax is assessed at 33.3% of assessed valuation.

Unemployment Compensation—Average rate 3.4%. Maximum rate is usually 6.8%. Average payroll tax is 3.1% on the first \$9,000 paid to each employee. Average worker's comp rate is 6.48% for manufacturing.

Source: Illinois Department of Revenue

Customized Training

| | |
|---------------------------|----------------|
| Illinois State University | (309) 438-2251 |
| Heartland Comm. College | (309) 268-8000 |
| Lincoln College | (309) 452-0500 |

Outlying McLean County Districts

| School District | H.S. Enrollment | PK-Jr. High Enrollment | Telephone |
|------------------|-----------------|------------------------|----------------|
| El Paso-Gridley* | 380 | 950 | (309) 527-4410 |
| Heyworth** | 371 | 521 | (309) 473-3727 |
| LeRoy | 222 | 600 | (309) 962-4211 |
| Lexington | 154 | 409 | (309) 365-4141 |
| Olympia | 681 | 1,550 | (309) 379-6011 |
| Prairie Central | 605 | 1,284 | (815) 657-8237 |
| Ridgeview | 241 | 435 | (309) 723-5111 |
| Tri-Valley | 299 | 709 | (309) 378-2351 |

*Information obtained from the Superintendent's Office.

**Jr. High is combined with H.S. and included in H.S. enrollment only.

Retail Sales

Estimated Annual Retail Sales by Community and Business Type, 2003

| | General Merchandise | Food Stores | Eating & Drinking Places | Apparel & Related | Furniture & Related | |
|---------------------|----------------------|----------------------|--------------------------|----------------------|---------------------|------------------------|
| McLean County | | | | | | |
| Town of Normal | \$159,515,232 | \$81,234,664 | \$60,981,916 | \$169,809 | \$23,015,449 | |
| City of Bloomington | \$185,626,568 | \$140,037,856 | \$134,881,598 | \$42,011,759 | \$887,097 | |
| Total | \$345,141,800 | \$221,272,520 | \$195,863,514 | \$42,181,368 | \$23,902,546 | |
| | Building Materials | Automotive & Related | Drugs & Related | Mfg. & Agriculture | | Total Sales |
| McLean County | | | | | | |
| Town of Normal | \$53,759,339 | \$79,241,583 | \$66,095,974 | \$38,781,164 | | \$539,779,481 |
| City of Bloomington | \$898,287 | \$301,378,408 | \$147,264,801 | \$134,360,419 | | \$1,087,346,793 |
| Total | \$54,657,626 | \$109,379,431 | \$213,360,775 | \$173,141,583 | | \$1,627,126,274 |

SOURCE: Illinois Department of Revenue, Retail Sales Tax Receipts. Revised 1/18/04

Retail Sales Growth by Community (2000-2003)

| City | 2000 | 2001 | 2002 | 2003 |
|--------------|----------------------|----------------------|----------------------|----------------------|
| Normal | 553,181,530 | 569,782,396 | 567,175,163 | 579,586,221 |
| Bloomington | 1,149,394,044 | 1,203,627,793 | 1,177,953,202 | 1,264,099,82 |
| Total | 1,702,575,574 | 1,773,410,189 | 1,234,670,365 | 1,843,686,050 |

Retail Sales Growth by Store Group (2000-2003)

| Store Group | 2000 | 2001 | 2002 | 2003 |
|---------------------------|----------------------|----------------------|----------------------|----------------------|
| General Merchandise | 249,462,673 | 282,118,383 | 298,049,980 | 345,141,800 |
| Food Stores | 193,373,054 | 214,407,831 | 223,536,702 | 221,272,520 |
| Eating & Drinking Places | 195,150,258 | 190,565,220 | 192,502,332 | 195,863,472 |
| Apparel and Related | 58,837,826 | 59,396,298 | 56,526,945 | 43,707,849 |
| Furniture and Related | 131,195,392 | 151,384,798 | 108,650,798 | 111,725,160 |
| Bldg. Materials, Hardware | 98,745,227 | 100,666,821 | 133,828,755 | 143,588,048 |
| Automotive & Related | 362,610,141 | 380,847,939 | 355,941,933 | 380,619,991 |
| Drugs Stores and Related | 185,751,559 | 202,056,922 | 210,246,805 | 213,360,775 |
| Mfg. and Agriculture | 224,449,444 | 191,965,977 | 165,844,115 | 1,509,798,202 |
| Total | 1,702,575,574 | 1,773,410,189 | 1,745,128,365 | 1,843,686,050 |

SOURCE: Illinois Department of Revenue, Retail Type Retail Sales for the 2004 Calendar Year have not yet been tabulated by the Illinois Dept. of Revenue. Revised 12/15/04

Governmental Offices

| | |
|---|--|
| City of Bloomington Administration 109 E. Olive Bloomington, IL 61701 (309) 434-2509 | Town of Normal 100 E. Phoenix Normal, IL 61761 (309) 454-2444 |
| County of McLean Administration 115 E. Washington St. Bloomington, IL 61701 (309) 888-5001 | City of Bloomington Planning, Zoning & Building 115 E. Washington St. Bloomington, IL 61701 |

Effective Buying Income

For the ninth consecutive year, Bloomington-Normal rated first in downstate Illinois in household effective buying income in 2003. EBI is money income less personal tax and non-tax payments, or "disposable" or "after tax" income.

| Metro-Area | 2003 Avg. EBI | Projected 2008 Avg. EBI |
|--------------------|---------------|-------------------------|
| Bloomington-Normal | \$51,299 | \$59,110 |
| Champaign-Urbana | \$43,040 | \$48,740 |
| Decatur | \$42,188 | \$47,424 |
| Peoria | \$45,480 | \$51,594 |
| Springfield | \$48,319 | \$55,592 |
| Chicago | \$59,607 | \$68,351 |
| Illinois | \$53,468 | \$61,086 |
| United States | \$48,798 | \$55,304 |

Sources: Sales & Marketing Management; 2003 Survey of Buying Power

Climate

| | Jan. | April | July | Oct. |
|------------------|------|-------|------|------|
| Mean Temp. | 21.5 | 54.2 | 75 | 54.8 |
| Precip. (Inches) | .57 | 2.95 | 9.83 | 1.95 |

Note: All temperatures are given in degrees Fahrenheit.
Source: 2003 Climatological Observations, Ill. State Univ.

Regional Major Metro Areas (distance from B-N)

| | | | |
|------------------|-----------|-----------------|-----------|
| Chicago, IL | 130 Miles | Kansas City, MO | 405 Miles |
| Cincinnati, OH | 285 Miles | Louisville, KY | 290 Miles |
| Detroit, MI | 390 Miles | Milwaukee, WI | 210 Miles |
| Indianapolis, IN | 175 Miles | St. Louis, MO | 165 Miles |

Government Representation

McLean County is represented in state government by state senators from the 53rd and 44th districts. The county lies within the following state house districts: the 87th, 105th and 106th. McLean County is part of the 15th U.S. Congressional District.

Market Area

The Bloomington-Normal Metropolitan Statistical Area (MSA) encompasses all of McLean County. The MSA is Illinois' largest geographically taking in close to 1,200 square miles. The MSA includes more than 20 rural communities in addition to the B-N metro area.

Non-Farm Emp. Sectors

| Sector | Employment 2002 |
|--------------------------|-----------------|
| Goods Producing | 10,900 |
| Service Providing | 82,200 |
| Construction/Mining | 3,600 |
| Manufacturing | 7,200 |
| Durable Goods | 4,700 |
| Non-durable Goods | 2,500 |
| Transportation/Utilities | 1,800 |
| Trade | 13,600 |
| Wholesale | 2,400 |
| Retail | 9,400 |
| Finance & Insurance | 11,700 |
| Miscellaneous Services | 29,500 |
| Government | 15,500 |
| Education | 4,200 |

Source: Illinois Dept. of Employment Security.
Regional figures rounded. Figures for B-N MSA.
2003 figures unavailable until March of 2004.

County Labor Force

| | 2000 | 2001 | 2002 | 2003 | 2004 ^(est) |
|-------------|--------|--------|--------|--------|-----------------------|
| Labor Force | 94,026 | 94,813 | 95,025 | 91,591 | 83,256 |
| Employment | 91,708 | 92,521 | 92,447 | 88,928 | 79,422 |
| Unemployed | 2,318 | 2,292 | 2,578 | 2,663 | 3,834 |
| Rate | 2.5% | 2.4% | 2.7% | 2.9% | 4.6% |

Source: Illinois Department of Employment Security (Revised 3/21/05)
Figures have been seasonally adjusted.

Key Community Contacts

| | |
|--|----------------|
| City of Bloomington | (309) 434-2509 |
| Town of Normal | (309) 454-2444 |
| County of McLean | (309) 888-5001 |
| Regional Planning | (309) 828-4331 |
| Association of Realtors | (309) 829-3341 |
| Employment Security (IDES) | (309) 827-6237 |
| Ill. Empl. & Training Center | (309) 827-4026 |
| Better Business Bureau (Peoria Region Office) | (309) 688-3741 |
| Zoning (Bloomington) | (309) 434-2240 |
| Zoning (Normal) | (309) 454-9508 |

Population Trends

Population Growth Projections by Gender, Age, Race (2000-2030)

| Population by Gender | 1995 | 2000 | 2005 | 2010 | 2015 | 2020 | 2025 | 2030 | % change |
|----------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-------------|
| Female | 73,010 | 77,940 | 83,140 | 88,830 | 94,770 | 10,920 | 107,660 | 115,470 | 58.1 |
| Male | 67,940 | 72,950 | 78,510 | 84,940 | 91,510 | 98,220 | 104,850 | 111,130 | 63.5 |
| Total Persons | 140,950 | 150,890 | 161,650 | 173,770 | 186,280 | 199,140 | 212,510 | 226,600 | 60.7 |

| Population by Age | 1995 | 2000 | 2005 | 2010 | 2015 | 2020 | 2025 | 2030 | % change |
|--------------------|--------|--------|--------|--------|--------|--------|--------|--------|----------|
| 19 years and under | 41,260 | 43,640 | 45,220 | 48,190 | 51,430 | 56,280 | 60,670 | 54,022 | 30.9 |
| 20-24 years | 17,760 | 19,920 | 19,130 | 20,030 | 21,120 | 20,480 | 22,540 | 24,900 | 40.2 |
| 25-34 years | 21,650 | 21,270 | 24,770 | 21,270 | 25,360 | 26,780 | 27,160 | 28,160 | 30.0 |
| 35-44 years | 22,040 | 22,540 | 22,300 | 23,110 | 26,210 | 26,970 | 26,370 | 27,680 | 25.5 |
| 45-54 years | 14,580 | 18,500 | 21,270 | 22,790 | 22,760 | 23,870 | 26,870 | 27,300 | 87.2 |
| 55-64 years | 9,490 | 10,880 | 13,900 | 17,730 | 20,560 | 22,160 | 22,150 | 23,380 | 146.3 |
| 65 years and over | 14,170 | 14,640 | 15,060 | 16,180 | 18,840 | 22,590 | 26,760 | 30,240 | 113.4 |

| Median Age | 1995 | 2000 | 2005 | 2010 | 2015 | 2020 | 2025 | 2030 | % change |
|------------|------|------|------|------|------|------|------|------|----------|
| | 31 | 30 | 31 | 32 | 33 | 33 | 33 | 33 | — |

| Population by Race | 1995 | 2000 | 2005 | 2010 | 2015 | 2020 | 2025 | 2030 | % change |
|----------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-------------|
| White | 128,130 | 133,600 | 141,150 | 150,650 | 160,380 | 170,480 | 181,220 | 192,580 | 50.3 |
| Black | 7,510 | 9,860 | 10,970 | 12,130 | 13,370 | 14,570 | 15,630 | 16,680 | 122.1 |
| Hispanic | 2,600 | 3,880 | 4,990 | 5,550 | 6,210 | 6,880 | 7,600 | 8,350 | 221.1 |
| Other race | 2,700 | 3,550 | 4,530 | 5,440 | 6,320 | 7,200 | 8,870 | 8,990 | 232.9 |
| Total Persons | 140,950 | 150,890 | 161,650 | 173,770 | 186,280 | 199,140 | 212,510 | 226,600 | 60.7 |

Population Growth Projections by Household, Income Group (1995-2030)

| Household by Income | 1995 | 2000 | 2005 | 2010 | 2015 | 2020 | 2025 | 2030 | % change |
|-------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-------------|
| \$19,999 and under | 10,910 | 10,600 | 10,630 | 10,420 | 10,050 | 9,570 | 8,890 | 82,800 | 658.9 |
| \$20,000-\$29,999 | 6,790 | 6,810 | 6,820 | 6,690 | 6,450 | 6,140 | 5,710 | 5,260 | -22.5 |
| \$30,000-\$59,999 | 17,640 | 18,160 | 19,270 | 19,720 | 19,200 | 18,290 | 16,990 | 15,670 | -11.1 |
| \$60,000-\$74,999 | 6,070 | 7,080 | 8,450 | 10,310 | 12,510 | 14,140 | 14,700 | 13,880 | 128.6 |
| \$75,000-\$99,999 | 5,200 | 6,650 | 7,940 | 9,690 | 11,820 | 14,300 | 17,410 | 20,960 | 43.0 |
| \$100,000-\$149,999 | 4,260 | 5,450 | 6,510 | 7,940 | 9,690 | 14,300 | 14,270 | 17,230 | 304.4 |
| \$150,000 and over | 1,600 | 2,280 | 2,720 | 3,320 | 4,050 | 4,890 | 5,960 | 7,200 | 3.5 |
| Total Households | 52,460 | 57,020 | 62,330 | 68,060 | 73,760 | 79,040 | 83,910 | 88,400 | 68.5 |

| | | | | | | | | | |
|---------------------------------|----------|----------|----------|----------|----------|----------|----------|-----------|------|
| Mean Household Income (1996 \$) | \$59,598 | \$69,253 | \$72,866 | \$76,828 | \$81,621 | \$87,675 | \$95,002 | \$103,682 | 73.9 |
| Per Capita Income (1996 \$) | \$23,592 | \$27,840 | \$29,769 | \$31,748 | \$33,943 | \$36,434 | \$39,226 | \$42,320 | 0.0 |
| Persons/Household | 2.49 | 2.45 | 2.41 | 2.39 | 2.37 | 2.38 | 2.39 | 2.42 | — |

NOTE: Numbers may not add due to rounding.
SOURCE: Woods and Poole Economics, Inc, 2004. Revised 10/26/2004

Population History

| Municipalities | 1970 | 1980 | 1990 | 2000 |
|--------------------------|--------------------|--------------------|--------------------|--------------------|
| Anchor | 200 | 192 | 178 | 175 |
| Arrowsmith | 305 | 292 | 313 | 298 |
| Bellflower | 400 | 421 | 405 | 408 |
| Bloomington | 40,550 | 44,189 | 57,707 | 64,808 |
| Carlock | 378 | 410 | 418 | 456 |
| Chenoa | 1,860 | 1,847 | 1,732 | 1,845 |
| Colfax | 935 | 920 | 854 | 989 |
| Cooksville | 241 | 259 | 211 | 213 |
| Danvers | 854 | 921 | 981 | 1,183 |
| Downs | 651 | 561 | 620 | 776 |
| Ellsworth | 259 | 244 | 224 | 271 |
| El Paso | 2,291 | 2,676 | 2,499 | 2,695 |
| Gridley | 1,007 | 1,246 | 1,304 | 1,411 |
| Heyworth | 1,441 | 1,598 | 2,027 | 1,431 |
| Hudson | 802 | 929 | 1,006 | 1,510 |
| LeRoy | 2,435 | 2,870 | 3,162 | 3,332 |
| Lexington | 1,615 | 1,806 | 1,810 | 1,912 |
| McLean | 820 | 836 | 819 | 808 |
| Normal | 31,343 | 37,765 | 40,023 | 45,386 |
| Saybrook | 814 | 882 | 767 | 764 |
| Stanford | 657 | 720 | 648 | 670 |
| Towanda | 578 | 630 | 543 | 49 |
| Total | 90,431 | 102,214 | 118,251 | 131,390 |
| State of Illinois | 10,944,993 | 11,426,518 | 11,430,602 | 12,419,293 |
| United States | 205,052,174 | 227,224,681 | 249,464,396 | 281,421,906 |

SOURCE: Illinois Bluebook, Bloomington Public Library Revised 10/15/04

Home Sales

| Year | Sales | Avg. Price |
|------|-------|------------|
| 2004 | 2,827 | \$161,135 |
| 2003 | 2,868 | \$153,326 |
| 2002 | 2,799 | \$144,641 |
| 2001 | 2,845 | \$139,322 |
| 2000 | 2,353 | \$134,351 |
| 1999 | 2,621 | \$131,768 |
| 1998 | 2,769 | \$126,927 |
| 1997 | 2,170 | \$120,645 |

Source: B-N Association of Realtors

Assessed Value (millions)

| Year | Blm | Nml | County |
|------|-----------|---------|-----------|
| 2003 | \$1,352.0 | \$585.7 | \$2,915.0 |
| 2002 | \$1,192.0 | \$587.2 | \$2,778.9 |
| 2001 | \$932.0 | \$588.7 | \$2,627.9 |
| 2000 | \$885.0 | \$543.1 | \$2,475.2 |
| 1999 | \$849.3 | \$514.4 | \$2,338.7 |
| 1998 | \$825.7 | \$487.5 | \$2,218.6 |
| 1997 | \$924.7 | \$417.4 | \$2,055.1 |

Source: McLean County Supervisor of Assessments

Roadways

| | |
|-------------------------|-------|
| Interstate 55 | N/S |
| Interstate 74 | E/W |
| Interstate 39 (U.S. 51) | N/S |
| U.S. 150 | NW/SE |
| Illinois 9 | E/W |

Single-Family and Multi-Family Housing

| Category | 1997 Annual | 1998 Annual | 1999 Annual | 2000 Annual |
|----------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Single-Family Homes | Units / Value | Units / Value | Units / Value | Units / Value |
| Normal | 116 / \$9,675,450 | 139 / \$12,223,300 | 135 / \$11,821,300 | 64 / \$5,609,000 |
| Bloomington | 440 / \$37,254,940 | 489 / \$44,455,144 | 537 / \$54,565,770 | 373 / \$40,951,970 |
| Totals | 556 / \$46,930,390 | 628 / \$56,678,444 | 672 / \$66,387,070 | 437 / \$46,560,970 |
| Single-Family Homes | 2001 Annual | 2002 Annual | 2003 Annual | 2004 Annual |
| Normal | 251 / \$18,968,651 | 284 / \$26,086,870 | 348 / \$32,411,000 | 269 / \$24,980,500 |
| Bloomington | 509 / \$57,124,357 | 428 / \$51,122,953 | 445 / \$54,835,928 | 433 / \$64,267,158 |
| Totals | 760 / \$76,093,008 | 712 / \$77,209,823 | 788 / \$87,246,928 | 702 / \$89,247,658 |
| Multi-Family Housing | 1997 Annual | 1998 Annual | 1999 Annual | 2000 Annual |
| Normal | 129 / \$3,332,000 | 190 / \$4,363,000 | 202 / \$4,067,000 | 152 / \$4,309,500 |
| Bloomington | 134 / \$3,689,000 | 332 / \$9,870,000 | 16 / \$4,190,500 | 13 / \$3,078,000 |
| Totals | 263 / \$7,021,000 | 522 / \$14,233,000 | 218 / \$8,257,500 | 165 / \$7,387,500 |
| Multi-Family Housing | 2001 Annual | 2002 Annual | 2003 Annual | 2004 Annual |
| Normal | 217 / \$9,952,090 | 144 / \$6,218,633 | 169 / \$5,877,584 | 76 / \$14,248,495 |
| Bloomington | 371 / \$10,880,000 | 568 / \$18,280,332 | 438 / \$19,186,770 | 123 / \$3,040,000 |
| Totals | 588 / \$20,832,090 | 712 / \$24,498,965 | 607 / \$25,064,354 | 199 / \$17,288,495 |

SOURCE: City Hall of Bloomington and City Hall of the Town of Normal. Single-Family figures include one-family and two-family permits & values. Multi-Family figures only include multi-family permits and values. Revised 3/14/05

Non-Residential Commercial Construction

| Category | 1997 Annual | 1998 Annual | 1999 Annual | 2000 Annual |
|------------------------------|--------------------------|---------------------------|---------------------------|---------------------------|
| Non-Residential Construction | Permits / Value | Permits / Value | Permits / Value | Permits / Value |
| Normal | 14 / \$6,125,000 | 28 / \$34,520,000 | 25 / \$8,927,000 | 39 / \$29,249,155 |
| Bloomington | 31 / \$5,226,740 | 25 / \$4,304,307 | 43 / \$24,901,563 | 70 / \$10,844,979 |
| Totals | 45 / \$11,351,740 | 53 / \$38,824,307 | 68 / \$33,828,000 | 109 / \$40,094,134 |
| Non-Residential Construction | 2001 Annual | 2002 Annual | 2003 Annual | 2004 Annual |
| Normal | 21 / \$46,640,246 | 27 / \$20,236,755 | 11 / \$9,807,484 | 16 / \$18,155,263 |
| Bloomington | 78 / \$2,271,206 | 160 / \$1,936,451 | 136 / \$4,813,835 | 207 / \$38,799,423 |
| Totals | 99 / \$48,911,452 | 187 / \$22,173,206 | 147 / \$14,621,319 | 223 / \$56,954,686 |
| Total Construction | 1997 Annual | 1998 Annual | 1999 Annual | 2000 Annual |
| Bloomington-Normal | Value | Value | Value | Value |
| | \$65,303,130 | \$109,735,751 | \$87,777,033 | \$94,042,604 |
| Total Construction | 2001 Annual | 2002 Annual | 2003 Annual | 2004 Annual |
| Bloomington-Normal | Value | Value | Value | Value |
| | \$145,836,550 | \$123,881,994 | \$126,932,601 | \$164,090,839 |

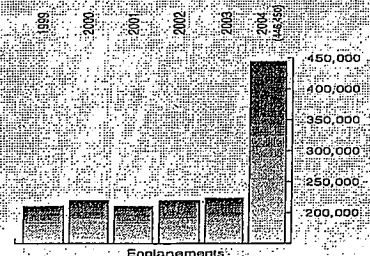
SOURCE: City Hall of Bloomington and City Hall of the Town of Normal Revised 3/14/05

McLean County Ground Transportation

- Rail Freight:** Canadian National, Norfolk Southern, Union Pacific, Southern Pacific
- Passenger:** Amtrak
- Motor Freight Haulers:** 30 Servicing Area
- Bus:** Bloomington-Normal Transit (Local), Peoria Charter (Regional/National), Illini Swallow (Regional Charter/Tour), Brewer Charter (Regional Charter), Monticello Bus Service (Charter), Greyhound (National), Burlington Trailways (National)

Central Illinois Regional Airport

Five airlines serve the airport—AirTran, American Eagle, American Connection, Northwest Airlink and United Express. Access to the world is available from CIRA with daily jet service to and from four hubs. Five car rentals serve customers from the terminal—Hertz, National, Avis, Alamo and Enterprise.



1990 - 2000 Census, 2004 Estimates & 2009 Projections

Calculated using Proportional Block Groups

Lat/Lon: 40.5104/-88.9533

RF5

**Veterans Pkwy & E College Ave
Normal, Illinois**

1.00 mi radius 3.00 mi radius 5.00 mi radius

Population

| | | | | | | |
|---|----------|-------|----------|-------|----------|-------|
| Estimated Population (2004) | 7,782 | | 71,957 | | 110,335 | |
| Census Population (1990) | 7,076 | | 64,004 | | 92,361 | |
| Census Population (2000) | 7,755 | | 70,538 | | 106,013 | |
| Projected Population (2009) | 7,939 | | 73,746 | | 115,662 | |
| Forecasted Population (2014) | 8,041 | | 75,508 | | 120,989 | |
| Historical Annual Growth (1990 to 2000) | 679 | 1.0% | 6,534 | 1.0% | 13,652 | 1.5% |
| Historical Annual Growth (2000 to 2004) | 27 | 0.1% | 1,420 | 0.5% | 4,322 | 1.0% |
| Projected Annual Growth (2004 to 2009) | 157 | 0.4% | 1,789 | 0.5% | 5,327 | 1.0% |
| Est. Population Density (2004) | 2,479.21 | psm | 2,550.24 | psm | 1,406.85 | psm |
| Trade Area Size | 3.14 | sq mi | 28.22 | sq mi | 78.43 | sq mi |

Households

| | | | | | | |
|---------------------------------|-------|-------|--------|-------|--------|-------|
| Estimated Households (2004) | 3,329 | | 26,559 | | 42,288 | |
| Census Households (1990) | 2,673 | | 21,922 | | 33,358 | |
| Census Households (2000) | 3,258 | | 25,877 | | 40,281 | |
| Projected Households (2009) | 3,437 | | 27,556 | | 44,838 | |
| Forecasted Households (2014) | 3,535 | | 28,464 | | 47,335 | |
| Households with Children (2004) | 1,033 | 31.0% | 7,273 | 27.4% | 12,538 | 29.6% |
| Average Household Size (2004) | 2.33 | | 2.30 | | 2.33 | |

Average Household Income

| | | | | | |
|---------------------------------------|----------|--|----------|--|----------|
| Est. Average Household Income (2004) | \$74,368 | | \$66,663 | | \$66,357 |
| Proj. Average Household Income (2009) | \$79,967 | | \$72,159 | | \$72,361 |
| Average Family Income (2004) | \$92,253 | | \$91,045 | | \$88,358 |

Median Household Income

| | | | | | |
|--------------------------------------|----------|--|----------|--|----------|
| Est. Median Household Income (2004) | \$59,791 | | \$51,107 | | \$51,373 |
| Proj. Median Household Income (2009) | \$66,820 | | \$57,245 | | \$57,901 |
| Median Family Income (2004) | \$72,531 | | \$68,348 | | \$66,910 |

Per Capita Income

| | | | | | | |
|--------------------------------------|----------|------|----------|------|----------|-------|
| Est. Per Capita Income (2004) | \$31,875 | | \$25,430 | | \$26,054 | |
| Proj. Per Capita Income (2009) | \$34,685 | | \$27,862 | | \$28,715 | |
| Per Capita Income Est. 5 year change | \$2,810 | 8.8% | \$2,432 | 9.6% | \$2,661 | 10.2% |

Other Income

| | | | | | | |
|--|----------|-------|----------|-------|----------|-------|
| Est. Median Disposable Income (2004) | \$49,509 | | \$42,903 | | \$42,986 | |
| Est. Median Disposable Income (2009) | \$54,700 | | \$47,396 | | \$47,674 | |
| Disposable Income Est. 5 year change | \$5,191 | 10.5% | \$4,493 | 10.5% | \$4,689 | 10.9% |
| Est. Median Household Net Worth (2004) | \$42,516 | | \$36,463 | | \$37,179 | |

Daytime Demos

| | | | | | | |
|-------------------------------------|-----------|------|-----------|-------|-----------|-------|
| Total Number of Businesses (2004) | 385 | | 3,063 | | 4,492 | |
| Total Number of Employees (2004) | 6,065 | | 55,292 | | 74,679 | |
| Company Headqtrs: Businesses (2004) | 2 | 0.6% | 23 | 0.7% | 25 | 0.6% |
| Company Headqtrs: Employees (2004) | 257 | 4.2% | 12,827 | 23.2% | 13,144 | 17.6% |
| Unemployment Rate (2004) | 1.90% | | 6.40% | | 5.30% | |
| Employee Population per Business | 15.8 to 1 | | 18.1 to 1 | | 16.6 to 1 | |
| Residential Population per Business | 20.2 to 1 | | 23.5 to 1 | | 24.6 to 1 | |

This report was produced using data from private and government sources deemed to be reliable. The information herein is provided without representation or warranty.

EXHIBIT 14

Lat/Lon: 40.5104/-88.9533

RF5

**Veterans Pkwy & E College Ave
Normal, Illinois**

1.00 mi radius 3.00 mi radius 5.00 mi radius

| | 1.00 mi radius | | 3.00 mi radius | | 5.00 mi radius | |
|--|----------------|-------|----------------|-------|----------------|-------|
| Race & Ethnicity | | | | | | |
| White (2004) | 6,823 | 87.7% | 62,435 | 86.8% | 94,531 | 85.7% |
| Black or African American (2004) | 523 | 6.7% | 5,213 | 7.2% | 9,415 | 8.5% |
| American Indian & Alaska Native (2004) | 13 | 0.2% | 127 | 0.2% | 191 | 0.2% |
| Asian (2004) | 247 | 3.2% | 2,187 | 3.0% | 2,963 | 2.7% |
| Hawaiian & Pacific Islander (2004) | 1 | 0.0% | 31 | 0.0% | 44 | 0.0% |
| Other Race (2004) | 72 | 0.9% | 884 | 1.2% | 1,407 | 1.3% |
| Two or More Races (2004) | 103 | 1.3% | 1,081 | 1.5% | 1,783 | 1.6% |
| Not Hispanic or Latino Population (2004) | 7,581 | 97.4% | 69,204 | 96.2% | 105,853 | 95.9% |
| Hispanic or Latino Population (2004) | 201 | 2.6% | 2,754 | 3.8% | 4,482 | 4.1% |
| Not of Hispanic Origin Population (1990) | 6,996 | 98.9% | 63,076 | 98.5% | 90,923 | 98.4% |
| Hispanic Origin Population (1990) | 79 | 1.1% | 928 | 1.5% | 1,438 | 1.6% |
| Not Hispanic or Latino Population (2000) | 7,608 | 98.1% | 68,549 | 97.2% | 102,820 | 97.0% |
| Hispanic or Latino Population (2000) | 147 | 1.9% | 1,988 | 2.8% | 3,193 | 3.0% |
| Not Hispanic or Latino Population (2009) | 7,668 | 96.6% | 70,021 | 94.9% | 109,500 | 94.7% |
| Hispanic or Latino Population (2009) | 271 | 3.4% | 3,725 | 5.1% | 6,161 | 5.3% |
| Hist. Hispanic Ann Growth (1990 to 2004) | 122 | 11.0% | 1,826 | 14.0% | 3,044 | 15.1% |
| Proj. Hispanic Ann Growth (2004 to 2009) | 70 | 6.9% | 971 | 7.1% | 1,679 | 7.5% |
| Age Distribution | | | | | | |
| Age 0 to 4 yrs (2004) | 483 | 6.2% | 3,924 | 5.5% | 6,724 | 6.1% |
| Age 5 to 9 yrs (2004) | 513 | 6.6% | 3,772 | 5.2% | 6,499 | 5.9% |
| Age 10 to 14 yrs (2004) | 534 | 6.9% | 3,676 | 5.1% | 6,373 | 5.8% |
| Age 15 to 19 yrs (2004) | 398 | 5.1% | 7,728 | 10.7% | 9,878 | 9.0% |
| Age 20 to 24 yrs (2004) | 527 | 6.8% | 12,680 | 17.6% | 15,520 | 14.1% |
| Age 25 to 29 yrs (2004) | 782 | 10.0% | 7,076 | 9.8% | 11,159 | 10.1% |
| Age 30 to 34 yrs (2004) | 590 | 7.6% | 5,028 | 7.0% | 8,187 | 7.4% |
| Age 35 to 39 yrs (2004) | 561 | 7.2% | 4,334 | 6.0% | 7,232 | 6.6% |
| Age 40 to 44 yrs (2004) | 559 | 7.2% | 4,281 | 5.9% | 7,237 | 6.6% |
| Age 45 to 49 yrs (2004) | 577 | 7.4% | 4,212 | 5.9% | 6,951 | 6.3% |
| Age 50 to 54 yrs (2004) | 547 | 7.0% | 3,725 | 5.2% | 6,268 | 5.7% |
| Age 55 to 59 yrs (2004) | 483 | 6.2% | 2,816 | 3.9% | 4,648 | 4.2% |
| Age 60 to 64 yrs (2004) | 326 | 4.2% | 2,128 | 3.0% | 3,474 | 3.1% |
| Age 65 to 74 yrs (2004) | 515 | 6.6% | 3,152 | 4.4% | 4,998 | 4.5% |
| Age 75 to 84 yrs (2004) | 300 | 3.9% | 2,370 | 3.3% | 3,590 | 3.3% |
| Age 85 yrs plus (2004) | 86 | 1.1% | 1,056 | 1.5% | 1,597 | 1.4% |
| Median Age (2004) | 35.9 | yrs | 30.5 | yrs | 31.3 | yrs |
| Gender Age Distribution | | | | | | |
| Female Population (2004) | 4,103 | 52.7% | 37,564 | 52.2% | 57,316 | 51.9% |
| Age 0 to 19 yrs (2004) | 962 | 23.4% | 9,883 | 26.3% | 14,927 | 26.0% |
| Age 20 to 64 yrs (2004) | 2,612 | 63.7% | 23,690 | 63.1% | 36,242 | 63.2% |
| Age 65 yrs plus (2004) | 529 | 12.9% | 3,991 | 10.6% | 6,147 | 10.7% |
| Female Median Age (2004) | 36.8 | yrs | 31.3 | yrs | 32.2 | yrs |
| Male Population (2004) | 3,679 | 47.3% | 34,394 | 47.8% | 53,019 | 48.1% |
| Age 0 to 19 yrs (2004) | 966 | 26.2% | 9,216 | 26.8% | 14,546 | 27.4% |
| Age 20 to 64 yrs (2004) | 2,342 | 63.7% | 22,591 | 65.7% | 34,434 | 64.9% |
| Age 65 yrs plus (2004) | 371 | 10.1% | 2,587 | 7.5% | 4,038 | 7.6% |
| Male Median Age (2004) | 34.9 | yrs | 29.8 | yrs | 30.6 | yrs |

This report was produced using data from private and government sources deemed to be reliable. The information herein is provided without representation or warranty.

1990 - 2000 Census, 2004 Estimates & 2009 Projections

Calculated using Proportional Block Groups

Lat/Lon: 40.5104/-88.9533

RF5

**Veterans Pkwy & E College Ave
Normal, Illinois**

1.00 mi radius 3.00 mi radius 5.00 mi radius

| | 1.00 mi radius | | 3.00 mi radius | | 5.00 mi radius | |
|--|----------------|-------|----------------|-------|----------------|-------|
| Household Income Distribution | | | | | | |
| HH Income \$200,000 or More (2004) | 70 | 2.1% | 528 | 2.0% | 839 | 2.0% |
| HH Income \$150,000 to \$199,999 (2004) | 71 | 2.1% | 590 | 2.2% | 1,029 | 2.4% |
| HH Income \$100,000 to \$149,999 (2004) | 473 | 14.2% | 2,926 | 11.0% | 4,753 | 11.2% |
| HH Income \$75,000 to \$99,999 (2004) | 525 | 15.8% | 3,419 | 12.9% | 5,206 | 12.3% |
| HH Income \$50,000 to \$74,999 (2004) | 757 | 22.7% | 5,434 | 20.5% | 8,367 | 19.8% |
| HH Income \$35,000 to \$49,999 (2004) | 540 | 16.2% | 4,016 | 15.1% | 6,419 | 15.2% |
| HH Income \$25,000 to \$34,999 (2004) | 366 | 11.0% | 3,150 | 11.9% | 4,829 | 11.4% |
| HH Income \$15,000 to \$24,999 (2004) | 286 | 8.6% | 3,031 | 11.4% | 4,960 | 11.7% |
| HH Income \$0 to \$14,999 (2004) | 243 | 7.3% | 3,465 | 13.0% | 5,886 | 13.9% |
| HH Income \$35,000+ (2004) | 2,435 | 73.2% | 16,913 | 63.7% | 26,613 | 62.9% |
| HH Income \$75,000+ (2004) | 1,139 | 34.2% | 7,463 | 28.1% | 11,827 | 28.0% |
| Housing | | | | | | |
| Total Housing Units (2004) | 3,433 | | 27,759 | | 44,590 | |
| Housing Units, Occupied (2004) | 3,329 | 97.0% | 26,559 | 95.7% | 42,288 | 94.8% |
| <i>Housing Units, Owner-Occupied (2004)</i> | 2,203 | 66.2% | 15,249 | 57.4% | 25,514 | 60.3% |
| <i>Housing Units, Renter-Occupied (2004)</i> | 1,126 | 33.8% | 11,310 | 42.6% | 16,774 | 39.7% |
| Housing Units, Vacant (2004) | 104 | 3.0% | 1,199 | 4.3% | 2,302 | 5.2% |
| Median Years in Residence (2004) | 5.1 yrs | | 3.6 yrs | | 3.6 yrs | |
| Marital Status | | | | | | |
| Never Married (2004) | 1,698 | 27.2% | 25,148 | 41.5% | 34,252 | 37.7% |
| Now Married (2004) | 3,479 | 55.6% | 23,460 | 38.7% | 38,079 | 42.0% |
| Separated (2004) | 199 | 3.2% | 5,101 | 8.4% | 6,446 | 7.1% |
| Widowed (2004) | 517 | 8.3% | 4,435 | 7.3% | 7,979 | 8.8% |
| Divorced (2004) | 359 | 5.7% | 2,442 | 4.0% | 3,983 | 4.4% |
| Household Type | | | | | | |
| Population Family (2004) | 6,045 | 77.7% | 41,068 | 57.1% | 69,548 | 63.0% |
| Population Non-Family (2004) | 1,704 | 21.9% | 20,038 | 27.8% | 28,995 | 26.3% |
| Population Group Qtrs (2004) | 34 | 0.4% | 10,851 | 15.1% | 11,793 | 10.7% |
| Family Households (2004) | 2,083 | 62.6% | 14,068 | 53.0% | 23,562 | 55.7% |
| Married Couple With Children (2004) | 771 | 22.2% | 5,340 | 22.8% | 8,801 | 23.1% |
| Average Family Household Size (2004) | 2.90 | | 2.92 | | 2.95 | |
| Non-Family Households (2004) | 1,246 | 37.4% | 12,491 | 47.0% | 18,726 | 44.3% |
| Household Size | | | | | | |
| 1 Person Household (2004) | 847 | 25.4% | 7,167 | 27.0% | 11,353 | 26.8% |
| 2 Person Households (2004) | 1,266 | 38.0% | 9,683 | 36.5% | 15,070 | 35.6% |
| 3 Person Households (2004) | 509 | 15.3% | 4,012 | 15.1% | 6,583 | 15.6% |
| 4 Person Households (2004) | 464 | 13.9% | 3,857 | 14.5% | 6,078 | 14.4% |
| 5 Person Households (2004) | 183 | 5.5% | 1,341 | 5.0% | 2,246 | 5.3% |
| 6+ Person Households (2004) | 60 | 1.8% | 499 | 1.9% | 958 | 2.3% |
| Household Vehicles | | | | | | |
| Total Vehicles Available (2004) | 5,624 | | 46,348 | | 72,474 | |
| Household: 0 Vehicles Available (2004) | 195 | 5.8% | 1,719 | 6.5% | 3,048 | 7.2% |
| Household: 1 Vehicles Available (2004) | 1,150 | 34.6% | 10,001 | 37.7% | 15,774 | 37.3% |
| Household: 2+ Vehicles Available (2004) | 1,984 | 59.6% | 14,839 | 55.9% | 23,466 | 55.5% |
| Average Vehicles Per Household (2004) | 1.7 | | 1.7 | | 1.7 | |

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1990 - 2000 Census, 2004 Estimates & 2009 Projections

Calculated using Proportional Block Groups

Lat/Lon: 40.5104/-88.9533

RF5

**Veterans Pkwy & E College Ave
Normal, Illinois**

1.00 mi radius 3.00 mi radius 5.00 mi radius

Labor Force

| | | | | | | |
|---------------------------------------|-------|-------|--------|-------|--------|-------|
| Est. Labor: Population Age 16+ (2004) | 6,243 | | 59,132 | | 89,177 | |
| Est. Civilian Employed (2004) | 4,384 | 70.2% | 38,535 | 65.2% | 59,539 | 66.8% |
| Est. Civilian Unemployed (2004) | 116 | 1.9% | 3,768 | 6.4% | 4,685 | 5.3% |
| Est. in Armed Forces (2004) | 0 | | 38 | 0.1% | 66 | 0.1% |
| Est. not in Labor Force (2004) | 1,742 | 27.9% | 16,792 | 28.4% | 24,888 | 27.9% |

Occupation

| | | | | | | |
|---|-------|-------|--------|-------|--------|-------|
| Occupation: Population Age 16+ (2000) | 4,280 | | 38,243 | | 57,256 | |
| Mgmt, Business, & Financial Operations (2000) | 766 | 17.9% | 5,713 | 14.9% | 8,623 | 15.1% |
| Professional and Related (2000) | 1,145 | 26.7% | 9,318 | 24.4% | 13,173 | 23.0% |
| Service (2000) | 460 | 10.7% | 6,340 | 16.6% | 9,386 | 16.4% |
| Sales and Office (2000) | 1,329 | 31.1% | 11,578 | 30.3% | 17,105 | 29.9% |
| Farming, Fishing, and Forestry (2000) | 5 | 0.1% | 60 | 0.2% | 87 | 0.2% |
| Construct, Extraction, & Maintenance (2000) | 232 | 5.4% | 2,086 | 5.5% | 3,481 | 6.1% |
| Production, Transp. & Material Moving (2000) | 343 | 8.0% | 3,149 | 8.2% | 5,400 | 9.4% |
| Percent White Collar Workers (2000) | | 75.7% | | 69.6% | | 67.9% |
| Percent Blue Collar Workers (2000) | | 24.3% | | 30.4% | | 32.1% |

Consumer Expenditure (in \$,000,000s)

| | | | | | | |
|--------------------------------------|-------|-------|---------|-------|---------|-------|
| Total Household Expenditure (2004) | \$172 | | \$1,281 | | \$1,995 | |
| Total Non-Retail Expenditures (2004) | \$99 | 57.6% | \$738 | 57.6% | \$1,149 | 57.6% |
| Total Retail Expenditures (2004) | \$73 | 42.4% | \$543 | 42.4% | \$846 | 42.4% |
| Apparel (2004) | \$9 | 5.4% | \$70 | 5.4% | \$108 | 5.4% |
| Contributions (2004) | \$5 | 2.9% | \$37 | 2.9% | \$57 | 2.9% |
| Education (2004) | \$3 | 1.7% | \$22 | 1.7% | \$34 | 1.7% |
| Entertainment (2004) | \$9 | 5.1% | \$66 | 5.1% | \$103 | 5.1% |
| Food And Beverages (2004) | \$28 | 16.3% | \$209 | 16.3% | \$326 | 16.3% |
| Furnishings And Equipment (2004) | \$7 | 3.9% | \$50 | 3.9% | \$78 | 3.9% |
| Gifts (2004) | \$5 | 3.0% | \$39 | 3.0% | \$60 | 3.0% |
| Health Care (2004) | \$11 | 6.4% | \$82 | 6.4% | \$127 | 6.4% |
| Household Operations (2004) | \$5 | 3.2% | \$40 | 3.1% | \$62 | 3.1% |
| Miscellaneous Expenses (2004) | \$2 | 1.1% | \$14 | 1.1% | \$22 | 1.1% |
| Personal Care (2004) | \$3 | 1.7% | \$21 | 1.7% | \$33 | 1.7% |
| Personal Insurance (2004) | \$2 | 1.1% | \$15 | 1.1% | \$23 | 1.1% |
| Reading (2004) | \$1 | 0.5% | \$7 | 0.5% | \$11 | 0.5% |
| Shelter (2004) | \$31 | 18.3% | \$233 | 18.2% | \$363 | 18.2% |
| Tobacco (2004) | \$2 | 0.9% | \$12 | 0.9% | \$18 | 0.9% |
| Transportation (2004) | \$36 | 20.7% | \$266 | 20.8% | \$414 | 20.8% |
| Utilities (2004) | \$13 | 7.7% | \$99 | 7.7% | \$153 | 7.7% |

Educational Attainment

| | | | | | | |
|---|-------|-------|--------|-------|--------|-------|
| Adult Population (25 Years or Older) (2004) | 5,327 | | 40,178 | | 65,341 | |
| Elementary (0 to 8) (2004) | 95 | 1.8% | 965 | 2.4% | 1,933 | 3.0% |
| Some High School (9 to 11) (2004) | 186 | 3.5% | 1,856 | 4.6% | 3,964 | 6.1% |
| High School Graduate (12) (2004) | 1,192 | 22.4% | 8,738 | 21.7% | 15,973 | 24.4% |
| Some College (13 to 16) (2004) | 1,199 | 22.5% | 8,443 | 21.0% | 13,586 | 20.8% |
| Associate Degree Only (2004) | 283 | 5.3% | 2,493 | 6.2% | 3,932 | 6.0% |
| Bachelor Degree Only (2004) | 1,643 | 30.8% | 11,926 | 29.7% | 17,963 | 27.5% |
| Graduate Degree (2004) | 731 | 13.7% | 5,757 | 14.3% | 7,991 | 12.2% |

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1990 - 2000 Census, 2004 Estimates & 2009 Projections

Calculated using Proportional Block Groups

Lat/Lon: 40.5104/-88.9533

RF5

**Veterans Pkwy & E College Ave
Normal, Illinois**

1.00 mi radius 3.00 mi radius 5.00 mi radius

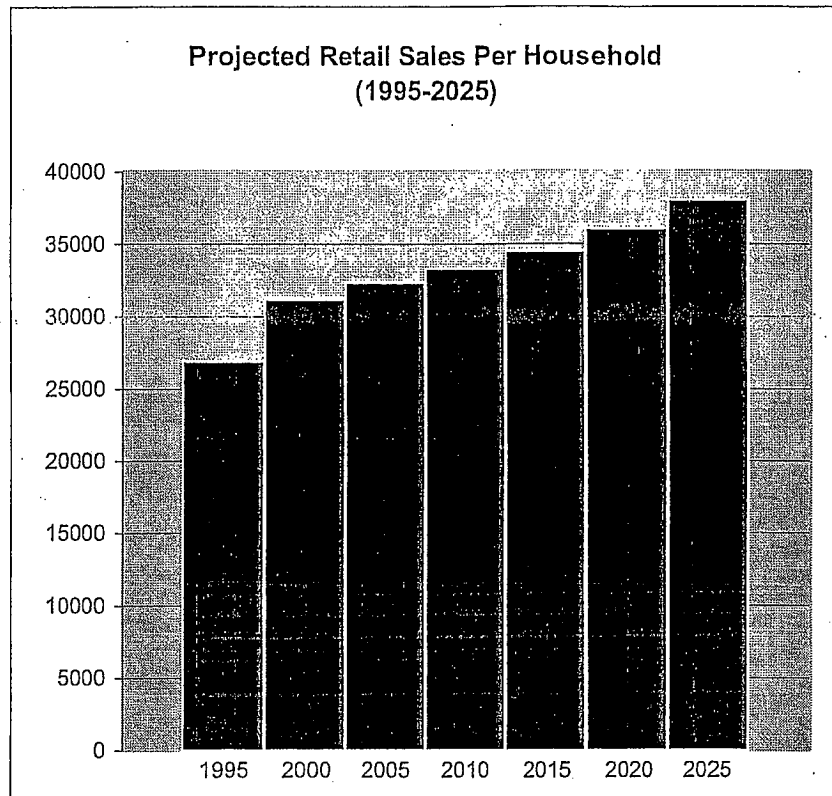
| Units In Structure | 1.00 mi radius | | 3.00 mi radius | | 5.00 mi radius | |
|---|----------------|-------|----------------|-------|----------------|-------|
| Units In Structure | | | | | | |
| 1 Detached Unit (2000) | 2,006 | 59.8% | 14,616 | 54.1% | 23,123 | 54.5% |
| 1 Attached Unit (2000) | 228 | 6.8% | 1,151 | 4.3% | 1,782 | 4.2% |
| 2 to 4 Units (2000) | 180 | 5.4% | 3,317 | 12.3% | 4,900 | 11.5% |
| 5 to 9 Units (2000) | 387 | 11.5% | 2,666 | 9.9% | 3,576 | 8.4% |
| 10 to 19 Units (2000) | 359 | 10.7% | 3,382 | 12.5% | 4,375 | 10.3% |
| 20 to 49 Units (2000) | 66 | 2.0% | 1,031 | 3.8% | 1,486 | 3.5% |
| 50 or more Units (2000) | 121 | 3.6% | 619 | 2.3% | 1,375 | 3.2% |
| Mobile Home or Trailer (2000) | 9 | 0.3% | 241 | 0.9% | 1,823 | 4.3% |
| Other Structure (2000) | 2 | 0.1% | 8 | 0.0% | 14 | 0.0% |
| Homes Built By Year | | | | | | |
| Homes Built 1999 to 2000 | 48 | 1.4% | 687 | 2.5% | 1,220 | 2.9% |
| Homes Built 1995 to 1998 | 242 | 7.2% | 2,252 | 8.3% | 3,994 | 9.4% |
| Homes Built 1990 to 1994 | 400 | 11.9% | 2,475 | 9.2% | 4,218 | 9.9% |
| Homes Built 1980 to 1989 | 512 | 15.3% | 3,731 | 13.8% | 5,738 | 13.5% |
| Homes Built 1970 to 1979 | 1,247 | 37.1% | 6,150 | 22.8% | 9,226 | 21.7% |
| Homes Built 1960 to 1969 | 742 | 22.1% | 3,931 | 14.5% | 5,082 | 12.0% |
| Homes Built 1950 to 1959 | 101 | 3.0% | 2,521 | 9.3% | 3,794 | 8.9% |
| Homes Built Before 1949 | 64 | 1.9% | 5,284 | 19.5% | 9,182 | 21.6% |
| Home Values | | | | | | |
| Home Values \$1,000,000 or More (2000) | 0 | | 3 | 0.0% | 8 | 0.0% |
| Home Values \$500,000 to \$999,999 (2000) | 1 | 0.0% | 35 | 0.3% | 51 | 0.2% |
| Home Values \$400,000 to \$499,999 (2000) | 4 | 0.2% | 99 | 0.7% | 133 | 0.6% |
| Home Values \$300,000 to \$399,999 (2000) | 7 | 0.3% | 76 | 0.6% | 160 | 0.8% |
| Home Values \$200,000 to \$299,999 (2000) | 136 | 6.8% | 946 | 7.0% | 1,628 | 7.8% |
| Home Values \$150,000 to \$199,999 (2000) | 270 | 13.6% | 2,190 | 16.3% | 3,244 | 15.5% |
| Home Values \$100,000 to \$149,999 (2000) | 1,113 | 56.2% | 5,841 | 43.5% | 8,046 | 38.5% |
| Home Values \$70,000 to \$99,999 (2000) | 414 | 20.9% | 3,369 | 25.1% | 5,445 | 26.0% |
| Home Values \$50,000 to \$69,999 (2000) | 28 | 1.4% | 653 | 4.9% | 1,504 | 7.2% |
| Home Values \$25,000 to \$49,999 (2000) | 4 | 0.2% | 194 | 1.4% | 626 | 3.0% |
| Home Values \$0 to \$24,999 (2000) | 3 | 0.1% | 32 | 0.2% | 58 | 0.3% |
| Owner Occupied Median Home Value (2000) | \$128,741 | | \$125,093 | | \$122,808 | |
| Renter Occupied Median Rent (2000) | \$510 | | \$443 | | \$432 | |
| Transportation To Work | | | | | | |
| Drive to Work Alone (2000) | 3,777 | 88.2% | 29,413 | 76.8% | 44,957 | 78.4% |
| Drive to Work in Carpool (2000) | 311 | 7.3% | 3,374 | 8.8% | 5,529 | 9.6% |
| Travel to Work - Public Transportation (2000) | 22 | 0.5% | 555 | 1.4% | 857 | 1.5% |
| Drive to Work on Motorcycle (2000) | 0 | | 37 | 0.1% | 37 | 0.1% |
| Walk or Bicycle to Work (2000) | 54 | 1.3% | 3,778 | 9.9% | 4,188 | 7.3% |
| Other Means (2000) | 24 | 0.6% | 176 | 0.5% | 218 | 0.4% |
| Work at Home (2000) | 92 | 2.1% | 950 | 2.5% | 1,535 | 2.7% |
| Travel Time | | | | | | |
| Travel to Work in 14 Minutes or Less (2000) | 2,470 | 59.0% | 22,966 | 61.5% | 32,348 | 58.0% |
| Travel to Work in 14 to 29 Minutes (2000) | 1,249 | 29.8% | 10,904 | 29.2% | 18,107 | 32.5% |
| Travel to Work in 30 to 59 Minutes (2000) | 333 | 7.9% | 2,478 | 6.6% | 3,781 | 6.8% |
| Travel to Work in 60 Minutes or More (2000) | 137 | 3.3% | 984 | 2.6% | 1,549 | 2.8% |
| Average Travel Time to Work (2000) | 14.9 mins | | 14.0 mins | | 14.5 mins | |

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Retail Sales 3

McLean County, Illinois MSA

| | |
|------|--------------|
| 1995 | \$ 26,946.00 |
| 2000 | \$ 31,216.00 |
| 2005 | \$ 32,387.00 |
| 2010 | \$ 33,327.00 |
| 2015 | \$ 34,512.00 |
| 2020 | \$ 36,092.00 |
| 2025 | \$ 38,077.00 |



Projected Retail Sales* by Store Group (1995-2020)

| Store Group | 1995 | 2000 | 2005 | 2010 | 2015 | 2020 | 2025 | % change |
|---------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|--------------|
| Hardware, Bldg. Mat. | 98.78 | 138.39 | 154.58 | 171.73 | 194.12 | 218.93 | 245.24 | 148.2 |
| General Merchandise | 177.43 | 229.93 | 284.05 | 325.68 | 365.17 | 406.65 | 451.44 | 154.4 |
| Food Stores | 180.02 | 193.97 | 217.11 | 237.30 | 258.97 | 283.49 | 310.67 | 72.5 |
| Automobile Dealers | 303.19 | 381.77 | 429.57 | 484.84 | 550.99 | 620.52 | 693.80 | 128.8 |
| Gasoline Filling Station | 148.29 | 189.06 | 189.42 | 202.10 | 217.74 | 237.45 | 261.03 | 76.0 |
| Apparel and Related | 83.65 | 192.85 | 106.78 | 119.50 | 133.02 | 148.36 | 165.95 | 98.3 |
| Furniture and Related | 83.76 | 100.97 | 112.34 | 126.07 | 142.55 | 159.92 | 178.39 | 112.9 |
| Eating & Drinking Pl. | 154.83 | 184.49 | 222.01 | 256.75 | 292.88 | 333.36 | 379.16 | 144.8 |
| Drug Stores | 51.93 | 71.75 | 92.30 | 106.13 | 119.98 | 135.19 | 152.36 | 193.3 |
| Misc. Retail Stores | 131.82 | 192.85 | 210.39 | 238.27 | 269.98 | 309.01 | 356.89 | 170.7 |
| Total Retail Sales | 1413.70 | 1876.01 | 2018.54 | 2268.38 | 2545.40 | 2852.88 | 3194.92 | 125.9 |

*Figures given in millions of (2004) US dollars.

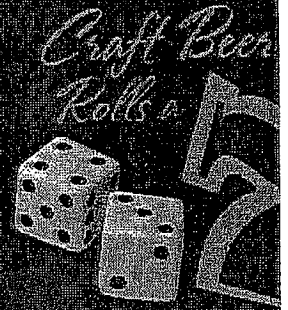
SOURCE: Illinois Department of Revenue, Retail Sales Tax Receipts

Revised 12/10/04

EXHIBIT 15

Brewpubs

By Lisa Morrison



Toasting a Big Rebound

It's time for a toast: The craft beer industry grew 7 percent as a whole in 2004, nearly doubling its average growth from 2002 and 2003.

Even more promising, though, are the numbers from the brewpubs sector, which has seen several years of steady decline. Brewpub bar volume, which has decreased each year since 1999 and saw a lightning 39,000-barrel drop in 2003, made an abrupt about-face in 2004 with growth of 25,000 barrels.

"That's one helluva rebound," commented Jim Parker, editor-in-chief of *The New Brewer*.

Part of the increase can be attributed to a change in classification for brewpubs and packaging breweries, according to Paul Gatzka, director of the Brewers Association.

"In past years, we looked at 50 percent or more of sales onsite as being the brewpub limit," Gatzka said. "Now we look at brewpubs as companies selling 25 percent or more of taxable production onsite as a more reasonable classification of business function."

But that doesn't account for all the growth. Apparently there are numerous ways to spark growth in production at a brewpub. And, just like there is no cookie-cutter recipe for starting a brewpub (thankfully), nobody really goes about increasing beer production in the same way either.

Indeed, a number of the qualities that make many brewpubs successful in the first place—creative problem-solving, a sense of adventure, a sense of humor and the ability to recognize and act on opportunity—seem to serve those in

the brewpub business well when trying to attract or respond to growth.

Can Cans Kick the Competition?

Take Dale Katechis, owner of Oskar Blues Grill & Brew in tiny Lyons, Colo., for example.

Situated in the foothills of the Rocky Mountains, Lyons—sometimes referred to as "Mayberry in the mountains"—isn't exactly on the beaten path. Katechis knew he couldn't rely on the residents of this thriving-yet-tiny town to support a brewpub. (Lyons was about 1,200 strong when the establishment opened in 1997; it now boasts 1,400 residents.) So, Katechis set out to make Oskar Blues an appealing destination.

"We started as a restaurant. The brewery didn't open until 1999," Katechis said. "From the start, we knew we needed to offer something that would attract people and make them want to drive 40 miles or so to visit us. Being in a town of 1,400 people, we constantly are looking at ways to attract people [from] outside the area."

The first hook? The food.

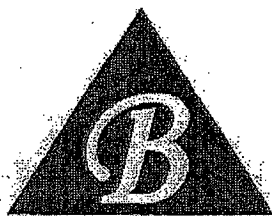
"We're a Cajun-Southern cuisine brewpub—a funky hometown place," Katechis said. "There's a vibe. It's real family-oriented."

The second hook? Service and hospitality.

"We knew that if our menu was a little different, and they felt welcome here and had a good experience, they would be willing to drive a ways to get it again," Katechis said.

Katechis continued to look for ways to draw customers. That's when he turned to another passion—music—for inspiration, turning Oskar

EXHIBIT 16



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Blues into a world-class music venue, drawing the likes of Muddy Waters, John Lee Hooker Jr., Pinetop Perkins and Supersucker.

"We were written up in *Rolling Stone*," Katechis said. "They called us the best place to be on a Saturday night in Colorado."

In the meantime, Katechis had acquired a 6-barrel brewing system and put it in the restaurant, turning it into a brewpub.

"It was a glorified homebrew system, really," Katechis said. "We started brewing really extreme beers and got a cult follow-

2004 Top Ten Brewpub Groups

| Company | sales (bbbls) | % change | # of stores |
|---|---------------|----------|-------------|
| 1. Rock Bottom Restaurants (a) | 42,349 | -4 | 39 |
| 2. Big Horn Brewery (b) | 21,763 | +1 | 21 |
| 3. Gordon Biersch Brewery Restaurants (c) | 21,216 | +1 | 26 |
| 4. McManamin's Breweries | 20,711 | +5 | 22 |
| 5. BJ's Restaurant and Brewery | 19,800 | +18 | 10 |
| 6. Hops Grillhouse and Brewery | 11,019 | -34 | 62 |
| 7. Wynkoop Brewing Co. (d) | 8,062 | +23 | 4 |
| 8. Marin/Moylan's | 5,427 | +1 | 2 |
| 9. Sacramento Brewing Co. | 5,000 | 0 | 2 |
| 10. Granite City Brewing Co. | 4,487 | +94 | 8 |

* excluding non-brewing restaurants

(a) includes Walnut Brewery and 'Chop House and Brewery' (Cleveland, Denver and District) operations

(b) includes C.B. & Potts/Bighorn Brewing Co., Humberdink's/Big Horn Brewing Co. and C.I. Sheganigan Chophouse & Brewery.

(c) includes Big River Grille & Brewing Works Brewpubs, Rock Bottom Breweries of Charlotte and Atlanta, Alehouse, Regime Tavern and Seven Bridges Grille & Brewery.

(d) Group includes Phantom Canyon, Upstream;

* John Harvard's requested not to release numbers.

2004 Top Ten Individual Brewpubs by Region

Mountain West Region (AZ, CO, ID, MT, NV, NM, UT, WY)

| Company | Sales (bbbls) | % change |
|---|---------------|----------|
| 1. Brew Brothers/Eldorado Hotel and Casino (NV) | 3,520 | +2 |
| 2. Wynkoop Brewing Co. (CO) | 3,174 | +12 |
| 3. Monte Carlo Pub and Brewery (NV) | 2,753 | -3 |
| 4. Oskar Blues Grill and Brewery (CO) | 2,600 | +125 |
| 5. Rock Bottom Brewery-Denver (CO) | 2,341 | -2 |
| 6. CooperSmith's Pub and Brewery (CO) | 1,894 | +1 |
| 7. Phantom Canyon Brewing Co. (CO) | 1,891 | +6 |
| 8. Dillon Dam Brewery (CO) | 1,877 | +7 |
| 9. BJ's Brewery-Chandler (AZ) | 1,681 | +38 |
| 10. Southern Sun Pub & Brewery (CO) | 1,510 | +4 |

NOTE: FOUR PEAKS (AZ) PUB BARRELAGE IS 220L.

South Region (AL, AR, FL, GA, KY, LA, MS, NC, OK, SC, TN, TX)

| Company | Sales (bbbls) | % change |
|---|---------------|----------|
| 1. Hofbrauhaus Newport (KY) | 3,300 | +50 |
| 2. Kelly's Caribbean Bar and Grill (FL) | 1,800 | 0 |
| 3. Mash House Restaurant and Brewery (NC) | 1,675 | +5 |
| 4. Five Seasons Brewing Co. (GA) | 1,620 | +1 |
| 5. Liberty Steakhouse and Brewery (SC) | 1,500 | +6 |
| 6. Smoky Mountain Brewing Co. | 1,450 | +2 |
| 7. Two Rows Brewing Co.-Dallas (TX) | 1,450 | +4 |
| 8. Coach's Brewing Co. (OK) | 1,363 | 0 |
| 9. Two Rows Restaurant & Brewery- Addison (TX) | 1,225 | +1,125 |
| 10. Top of the Hill Restaurant and Brewery (NC) | 1,141 | +8 |

NOTE: BIG RIVER GRILLE & BREWING WORKS - CHATTANOOGA REQUESTED DATA NOT BE PUBLISHED.

...theater, good food, good service and music. All were strong draws for the pub, but the one thing that really put Oskar Blues on the map actually started with the cans.

"I thought it would be funny to put our pale ale in a can," said Oskar Blues' marketing man Marty Jones. "We got a fax from a canning system, just like probably the other brewpubs in the country. At the time, we paid attention to it."

Unlabeled and without the draw from word-of-mouth advertising, Katschis wanted Oskar Blues' signature ales to reach more customers, so he considered the tax, which promoted a Cask Canning Bill of Canada.

"We thought [canned beer] was the last thing the microbrew industry would accept," Katschis said. "But the more we started learning about the can, the more we got intrigued, and we laughed. And I stopped laughing completely one day and thought, 'This could be real.'"

"We learned cans keep beer fresher longer, no off-flavor. You can take it more than bottles—that was the kicker for us, that and nobody else was doing it. And there was a challenge there. We've always loved a challenge from a brewing standpoint, and it fit well with our philosophy."

Katschis and company decided to put their popular Dale's Pale Ale in cans first as a test. "We couldn't make enough of it six months later," Katschis said.

They bought the property adjacent to the brewpub and built a brewery there, expanding to a 20-barrel system. They added the tap line there as well.

"We're in a frenzy now," Katschis said of the ongoing effort to meet demand for the canned products. "I don't know if we call it going to school every day or getting your ass kicked to you every day, but it's a learning experience—and it's been a blast."

If You Build It, Will They Come?

Before he was co-owner, Jerry Fechter was the brewer at the Old Lompoc Pub & Brewery in Portland, Ore.

"We brewed about 300 to 320 barrels a year between 1996 and 2000," he said. In 2001, he and Portland's perennial publican Don Younger, owner of the Horse Brass Pub, became business partners, buying the small northwest Portland brewpub and renaming it The New Old Lompoc—and making some quick changes that influenced beer production:

"In 2002, we built the outdoor patio, which was a big draw," Fechter said. "That was the reason why we brewed about 480 barrels that year. We also just moved more kegs

out the door—about 12 to 15 barrels worth."

Fechter said the brewery continued to increase production by about 200 barrels each year, thanks to the expanded outdoor patio and more people learning about his beers.

Then, Fechter and Younger found an 800-square-foot old bungalow across town that they converted into a taphouse. The duo named it the Hedge House, and it caught on like wildfire in its southeast Portland neighborhood, an area that is no stranger to craft beer with a couple of already established brewpubs and numerous taphouses.

"We brewed 705 barrels that year, and 262 barrels were for Hedge House—in its first year," Fechter said. "We stopped all distribution because we could barely keep up."

The outdoor patio that worked so well at the New Old Lompoc proved successful again at the Hedge House. It was standing room only sometimes during the summer months as neighbors flocked to the tiny bungalow for a beer and some simple fare.

Fechter decided to cover the deck and add portable heaters so that the patio could be enjoyed during Portland's rainy season(s), thereby adding several permanent tabletops to the tiny pub. This year, Fechter already has extended the patio, this part uncovered so that more customers can enjoy the sunshine once the rain stops falling.

"We've jumped up about 200 barrels every year. I expect we will do the same this year. The establishments seem to just gain in popularity each year," Fechter said. "We seem to get more dock sales each year. Some of it is definitely directly attributable to the opening of Hedge House."

He hopes to locate a third establishment soon, expanding the brewery so that he can refocus on distribution. In the meantime, Fechter said he's just taking the growth step by step.

"We've just gone slow," he said. "We've never extended ourselves. It's not about extra tap handles; it's about getting people inside—and then word of mouth."

Tapping into a Booming Business

In Pinedale, Wyo., there's one main street that runs through the town—and that's Highway 191.

"We're on the way to Yellowstone [National Park] and resort destinations like Jackson Hole, which is 70 miles from here," said Bottom's Up Brewery & Grill head brewer Richard Strom. "In the off-season, you can pull out into the intersection without even looking. During the season, it might take you five minutes to pull onto the main road."

Owner Gale Kinnison, who bought the former LaVoie Brewing Co. in 2002, knew

CASTLE MALT



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DU
CHATEAU**

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Malted In Belgium.
By Belgians.**

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Castle Cara 20
Castle Cara 50
Castle Special B
Castle Biscuit
Castle Chocolate
Castle De-Bittered Black

Brewers Supply Group

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ALSO AVAILABLE AT

FH Steinbart - Portland, OR
1-800-735-8793

Southern Brewing Supply,
Tampa, FL
1-888-999-6258

www.brewerssupplygroup.com
info@brewerssupplygroup.com

FOR IMMEDIATE RELEASE



CONTACT:
Brewers Association
Ray Daniels, Craft Beer Marketing Director
Phone: +1.303.447.0816, ext. 125
Fax: +1.303.447.2825
E-mail: ray@brewersassociation.org
Web Site: www.beertown.org

Craft Beer Sales Jump 7 Percent in 2004 Fastest Growing Segment of Beverage Alcohol Industry Says Brewers Association

Boulder, Colo. • February 22, 2005- America's craft brewers sold 7.0 percent more beer in 2004 versus 2003 making craft beer the fastest growing segment of the US beverage alcohol industry, according to the Brewers Association, the Boulder, CO-based trade association for US craft brewers.

"Craft beer volume growth outpaced that of imports, large brewers, wine and spirits in 2004," said Paul Gatza, Director of the Brewers Association.

The Brewers Association estimates 2004 sales by craft brewers at 7,023,651 31-gallon barrels up from 6,563,461 barrels in 2003, an increase of 460,190 barrels or 6.34 million case-equivalents. Spirits volume increased at 3.1 percent for the year¹ and wine volume was up 2.7 percent². The import and mass-market segments of the beer industry rose approximately 1.4 percent and 0.5 percent in volume respectively in 2004.

The craft beer segment includes more than 1400 breweries who produce primarily all-malt beers. It includes brewpubs (brewery/restaurant), microbreweries (less than 15,000 barrels per year) and specialty brewers. The association has tabulated industry growth data for these breweries annually since 1985.

"The craft beer segment continues to show healthy and steady growth with many individual brewers enjoying double-digit volume increases," said Charlie Papazian, President of the Brewers Association. "This year the craft segment sold more new barrels of beer than the much larger import segment of the beer market."

According to US Department of Commerce figures, sales of imported beer in the US increased by just 1.4% or 4.6 million cases in 2004. Even though craft beer accounts for just 3.2 percent of the beer marketplace versus more than 11 percent share for imports, craft beer sales in 2004 increased by 6.34 million cases—1.78 million more new cases compared to imports.

¹ According to the Distilled Spirits Council of the United States (DISCUS).

"Craft beer sales increased faster than imports for the second year in a row," said Gatzka. "This reverses the trend seen between 1996 and 2002 when import volume grew at a faster rate."

"Americans increasingly prefer the flavor and diversity of fresh, locally-made beers," says Papazian. "Many Americans first discovered full-flavored beers at local breweries and now the diverse and exciting choices among those flavorful brews have become a regular part of their lifestyle."

For a listing of Brewers Association members, see www.beertown.org/craftbrewing and select "Breweries" in the "Directory" pull down menu on the right.

For further information on the craft beer industry and these estimates, contact Paul Gatzka (x122) or Ray Daniels (x125) at 303-447-0816.

Based in Boulder, Colo., U.S.A., the Brewers Association (BA) is a not-for-profit trade and educational association for small and craft brewers. The Brewers Association was established in 2005 by a merger of the Association of Brewers and the Brewers' Association of America. Visit the website: www.beertown.org to learn more. The Brewers Association has an additional membership division of 9,000+ homebrewers: American Homebrewers Association.

The association's activities include events and publishing: World Beer Cup®; Great American Beer Festival®; NBWA/BREWERS Joint Legislative Conference, Craft Brewers Conference and BrewExpo America®; National Homebrewers Conference; National Homebrew Competition; American Beer Month (July); Zymurgy magazine; The New Brewer magazine; and books on beer and brewing.

###

² According to Information Resources Inc.
Brewers Association
www.beertown.org

736 Pearl St. Boulder, Colorado 80302 USA
888.822.6273 (U.S./Canada Only) | +1.303.447.0816

The Restaurant Industry Dollar: Where It Comes From, Where It Goes

| | Fullservice | Limited service* |
|--|-------------|------------------|
| Where It Came From | | |
| Total Sales | 100% | 100% |
| Where It Went | | |
| Cost of Food and Beverage Sales | 33 | 31 |
| Salaries and Wages (including employee benefits) | 33 | 30 |
| Restaurant Occupancy Costs | 6 | 7 |
| Corporate Overhead | 3 | 4 |
| General & Administrative Expenses | 3 | 2 |
| Other | 18 | 19 |
| Income Before Taxes | 4% | 7% |

* Includes quickservice and quick/fast casual restaurants

Note: All figures are averages, are computed individually for each cost category, and are rounded. All amounts are reflected as a percentage of total sales.

Source: National Restaurant Association, *2004 Restaurant Industry Operations Report*.

©Copyright 2006 National Restaurant Association
1200 17th St., NW Washington, DC 20036 202-331-5900

EXHIBIT 17

NATIONAL RESTAURANT ASSOCIATION RESTAURANT INDUSTRY 2005 FACT SHEET

| | |
|---|----------------------|
| Sales | \$476 Billion |
| Locations | 900,000 |
| Employees | 12.2 Million |
| Restaurant-Industry Share of the Food Dollar | 46.7% |

INDUSTRY SALES PROJECTION, 2005: \$476 BILLION

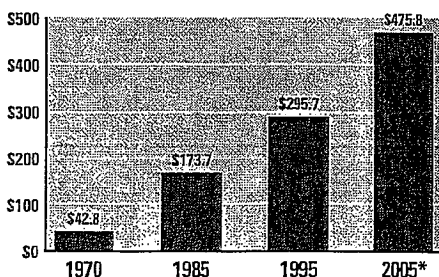
| | 2005 Sales (Billion \$) |
|-------------------------------------|-------------------------|
| Commercial | \$437 |
| Eating Places | 326 |
| Drinking Places | 15 |
| Managed Services | 32 |
| Hotel/Motel Restaurants | 25 |
| Retail, Vending, Recreation, Mobile | 39 |
| Other | 39 |

RESTAURANTS—FIRST IN DAILY CUSTOMER CONTACT

- Restaurants will provide more than 70 billion meal and snack occasions in 2005.
- Half of all adults agree that restaurants are an essential part of their lifestyle.
- The average household expenditure for food away from home in 2002 was \$2,276, or \$910 per person.

RESTAURANT SALES SINCE 1970

FOOD-AND-DRINK SALES (Billions of Current Dollars)

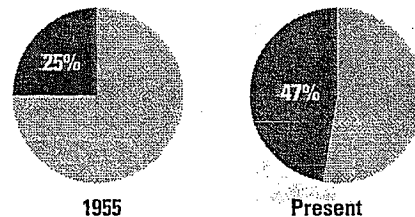


* Projected

RESTAURANTS—THE CORNERSTONE OF OUR NATION'S ECONOMY

- Restaurant-industry sales are forecast to advance 4.9% in 2005 and equal 4% of the U.S. gross domestic product.
- The overall economic impact of the restaurant industry is expected to exceed \$1.2 trillion in 2005, including sales in related industries such as agriculture, transportation and manufacturing.
- Every dollar spent by consumers in restaurants generates an additional \$1.98 spent in other industries allied with the restaurant industry.
- Every additional \$1 million in restaurant sales generates an additional 42 jobs for the nation's economy.
- Average unit sales in 2002 were \$730,000 at full-service restaurants and \$619,000 at limited-service restaurants.
- More than seven out of 10 eating-and-drinking places are single-unit (independent) operations.

RESTAURANT INDUSTRY SHARE OF THE FOOD DOLLAR



RESTAURANTS—CORNERSTONE OF CAREERS & EMPLOYMENT

- The restaurant industry employs an estimated 12.2 million people, making it the nation's largest employer outside of government.
- Eating-and-drinking places are extremely labor-intensive—sales per full-time-equivalent employee were \$37,567 in 2003 and notably lower than other industries.
- The restaurant industry provides work for more than 9% of those employed in the United States.

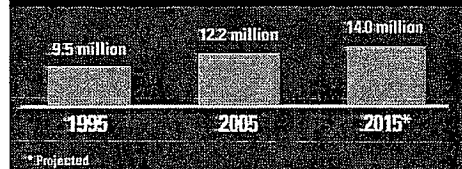
THE TYPICAL EMPLOYEE IN A FOODSERVICE OCCUPATION IS:

- Female (55%)
- Single (68%)
- Working part-time and averaging 25 hours a week
- Under 30 years of age (52%)
- Living in a household with two or more wage earners (79%)

RESTAURANTS PROVIDE A LADDER TO MANAGEMENT OPPORTUNITY

- Nine out of 10 salaried employees at table-service restaurants started as hourly employees.
- The number of foodservice managers is projected to increase 11% from 2005 to 2015.
- More than three out of five foodservice managers have annual household incomes of \$50,000 or more.
- Eating-and-drinking places employ more minority managers than any other industry.
- Eating-and-drinking places are mostly small businesses—with seven out of 10 having fewer than 20 employees.
- Roughly one out of three table-service operators will increase the proportion of their budget allocated toward training in 2005.
- More than four out of 10 adults have worked in the restaurant industry at some time during their lives and 27% of adults got their first job experience in a restaurant.

TOTAL RESTAURANT-INDUSTRY EMPLOYMENT



* Projected

RESTAURANTS BY THE NUMBERS

\$1.3 BILLION Restaurant industry sales on a typical day in 2005

TWO OUT OF THREE Percentage of quick-service operators who have added low-carb items to their menu as a result of the low-carb diet trend

NEARLY HALF Percentage of table-service operators reporting that takeout represents a larger proportion of their total sales compared to two years ago

ONE OUT OF THREE Percent of consumers who have used curbside takeout at a table-service restaurant

4% Median pre-tax income in 2003 for full-service restaurants with average per-person checks of \$15 to \$24.99

45% Percentage of 25-to-34-year-olds who have used the Internet to find out information about a restaurant they have not patronized before

RESTAURANTS ARE THE CORNERSTONES OF THE ECONOMY, CAREER-AND-EMPLOYMENT OPPORTUNITIES FOR MILLIONS OF AMERICANS, AND LOCAL COMMUNITIES

Nationally, with 900,000 restaurant locations, the restaurant industry's direct sales are \$476 billion a year—more than \$1.3 billion a day.

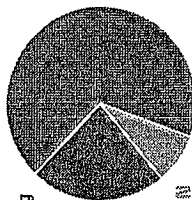
Including the impact restaurants have on sales in related industries, the industry's overall impact on the U.S. economy is \$1.2 trillion a year—about 10 percent of the U.S. gross domestic product.

The restaurant industry is the nation's largest private-sector employer. Restaurants employ 12.2 million people today, and are expected to add 1.8 million new jobs between 2005 and 2015.

For a year or for a career, the restaurant industry is a critical training ground and source of extraordinary career opportunities for Americans of every background. More than eight in 10 salaried restaurant employees started out as hourly restaurant employees. One in four restaurants in the United States is minority-owned, and the restaurant and foodservice industry employs more minority managers than any other industry. Forty-two percent of American adults have worked in the industry, with 27 percent getting their first job experience in a restaurant.

Restaurants give back. Restaurants are an important part of local communities, with nine out of 10 restaurants donating food, time, facilities and other resources to charitable causes.

U.S. RESTAURANT-INDUSTRY SALES
\$476 billion in sales expected for 2005

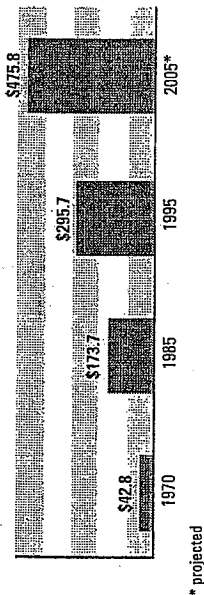


* Includes fullservice restaurants, quickservice restaurants, bars, cafeterias and grills, and snack and nonalcoholic beverage bars.
** Includes managed services, lodging restaurants, and retail, vending, recreation and mobile foodservice operations.

Source: National Restaurant Association

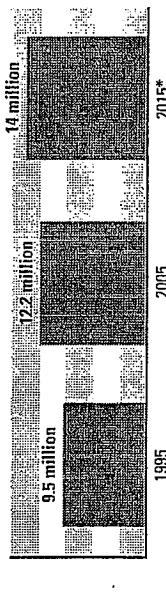
**The Restaurant Industry:
Driving the U.S. Economy**

U.S. RESTAURANT-INDUSTRY SALES (in billions of current dollars)



* projected

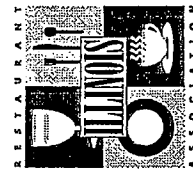
U.S. RESTAURANT-INDUSTRY EMPLOYMENT



* projected



www.restaurant.org



www.illinoisrestaurants.org

Revised August 2005



**RESTAURANT
INDUSTRY
AT A GLANCE**



www.restaurant.org

Illinois

The Restaurant Industry Illinois

Illinois' restaurants provide appetizing, healthful and nourishing food; convenience, value, entertainment, and social occasions where people can enjoy friends and family away from the stresses of daily life.

Restaurants in Illinois also are an engine of economic growth, generating tremendous sales and tax revenues for the state. They provide career-and-employment opportunities for individuals of every age, background, and skill-and-experience level.

Restaurants are an important part of their communities and neighborhoods, enthusiastically and generously giving their time and resources to support a variety of causes.

THE RIPPLE EFFECT...

Every \$1 spent in restaurants in Illinois generates an additional \$1.47 in sales for other industries in the state.

Each additional \$1 million spent in eating-and-drinking places in Illinois generates an additional 40.5 jobs in the state.

LOCATIONS

Number of eating-and-drinking places in Illinois **30,167**

* 2004 estimates

SALES

2005 restaurant sales in Illinois **\$16.7 billion**

* 2005 projection

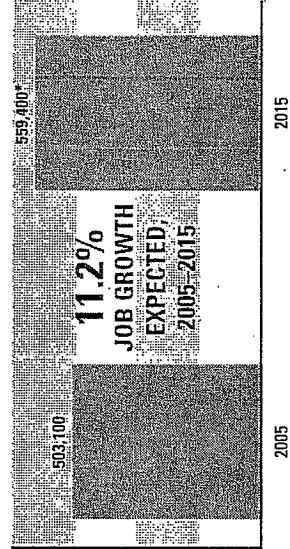
EMPLOYMENT

2005 estimated restaurant-and-foodservice employment in Illinois **503,100**

2015 projected restaurant-and-foodservice employment in Illinois **559,400**

Total new jobs added, 2005-2015 **56,300**

RESTAURANT-INDUSTRY EMPLOYMENT IN ILLINOIS



* projected

Restaurant-and-foodservice employment today represents **8.5 percent** of total employment in Illinois.

SOURCES

Figures are based on National Restaurant Association research and data from federal government agencies. For more details visit www.restaurant.org/research.

Restaurant sales include sales at eating places and managed-restaurant-services providers (contract foodservice).

State economic and employment multipliers are based on figures from the U.S. Commerce Department's Bureau of Economic Analysis. Employment multipliers represent the change in total state employment resulting from a \$1 million change in eating-and-drinking-place sales. Eating-and-drinking places are the primary component of the restaurant industry, which the National Restaurant Association defines as that which encompasses all meals and snacks prepared away from home.

Your state restaurant association may be able to provide additional or more localized data. For more details on the restaurant industry in Illinois contact the Illinois Restaurant Association at (312) 787-4000 or www.illinoisrestaurants.org.

RESTAURANT TRENDMAPPER

Subscribers can get 24/7 access to detailed restaurant-industry data and analysis at www.restaurant.org/trendmapper.

Matthew C. Potts

1298 North Pointe Drive, Normal, Illinois 61761 • phone (309) 454-7585 • cell (309) 242-7879

E-mail: matthewpotts@insightbb.com

resume prepared 1/31/2006

Legal Experience

Law Office of Whitney & Potts, Ltd., Elmwood, Illinois

- Associate Attorney - March 2, 1994 to December 31, 2005
- Of Counsel to the firm - January 1, 2006 to present
- Practice Areas - General Practice of Law, including Commercial, Residential and Farm Real Estate Transactions, Banking Law, Municipal Law, Corporate/Business Law, Wills and Trusts, Probate, Guardianships, Civil Litigation, Zoning, Family Law, Tax Return Preparation

Law Office of Matthew C. Potts, Attorney at Law, Bloomington, Illinois

- Private Law Practice - January 1, 2006 to present
- Practice Areas - General Practice of Law, including Commercial, Residential and Farm Real Estate Transactions, Banking Law, Municipal Law, Corporate/Business Law, Wills and Trusts, Probate, Guardianships, Civil Litigation, Zoning, Family Law, Tax Return Preparation

Education

DePaul University College of Law, Chicago, Illinois - *Juris Doctor Degree, December 1993*

University of Illinois, Urbana-Champaign - *Bachelor of Science in Agriculture, High Honors, May 1991*

Bars to Which Admitted

State of Illinois, May 1994

United States District Court for the Central District of Illinois, 1994

United States Court of Appeals, Seventh Circuit, 1995

Legal Accreditation

BV-rated attorney by Martindale-Hubbell

Related Experience

Elmwood Brewing Company, Microbrewery, Restaurant and Ballroom, Elmwood, Illinois

- founder, co-owner, president, treasurer and brewmaster, December 2001 - present
- December 2003 - Elmwood Brewing Company ("EBC") became one of the only breweries south of Chicago producing and bottling craft beers for wholesale distribution
- October 2004 - EBC's beers were featured in the nationwide Beer of the Month Club
- September 2005 - EBC began distributing its beers in the State of Iowa
- EBC has brewed over 32,000 gallons of beer and established over 100 retail accounts throughout Central Illinois since beginning wholesale distribution
- EBC beers have won People's Choice Awards at Microfests in St. Louis and in the Quad Cities
- Member of Brewers Association - Boulder, Colorado

Other Experience

Knox County Board, Knox County, Illinois

- elected County Board Member, served 1998-2000
- served on Finance/Insurance and Planning Committees, and chaired Investigation Committee

Illinois State, Peoria County and Knox County Bar Associations - Member



January 5, 2006



To Whom It May Concern:

I am happy to write this letter of recommendation for Mr. Matt Potts. I provide the business insurance for his restaurant, Elmwood Brewing Company, located in Elmwood, Illinois. Our agency provides insurance for over 1,000 businesses, and Elmwood Brewing Company is one of our most preferred accounts. I have no hesitation in recommending Mr. Potts as an individual to do business with.

It has been our experience that Mr. Potts has paid all invoices on a timely manner, and we have had absolutely no problems in dealing with him or his business.

We have been able to secure extremely favorable insurance premiums for his company primarily because of the excellent way his business is ran. The restaurant is absolutely spotless, and pride in ownership extremely evident. We have seen excellent inspection ratings from the loss control department of Indiana Insurance, and the inspector has praised the business as an outstanding example of a well ran business. A comprehensive and complete business plan has been utilized, and Mr. Pott's business skills have proven to be a great asset. I am also aware that Mr. Potts is a highly respected member of the law firm of Whitney & Potts, Ltd.

Based on our experience, any company should be very pleased to be one that Matt Potts selects to do business with. The restaurant is also a favorite spot for my family to dine at. Please do not hesitate to contact me if you have any questions or if I can be of assistance. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Terry L. Welty". The signature is written in dark ink and is positioned above the typed name.

Terry L. Welty
Account Executive



117 East Main Street
P.O. Box 1559
Galesburg, IL 61402
309-343-1168
Fax 309-343-0092

EXHIBIT 20



H&H INDUSTRIES, INC.

ESTABLISHED 1964

Design - ENGINEERING - Application

"2002 Illinois Small Business Award Winner"



January 10, 2005

To Whom It May Concern,

I have known Mr. Mathew Potts both personally and professionally for nearly 12 years. I greatly respect his legal advice, expertise, and honesty. Through H&H's various businesses we have also been a supplier of lighting and hardware products to Matt during the construction and operational phases of Elmwood Brewing Company. I admire his resourcefulness and creativity. These are two required qualities of a successful entrepreneur. Whatever the project Matt has shown dedication and commitment to its completion.

Sincerely,

Al Howerton
C.E.O.

P. O. Box 735/110-112 W. Main
Elmwood, IL. 61529
Telephone 1-800-637-3853
Fax 309-742-7071
Or 309-742-3661
www.lightsbyhh.com



FARMERS STATE BANK

ELMWOOD, ILLINOIS 61529

R. W. LOTT
CHAIRMAN OF THE BOARD

FREDERICK C. PAIGE
PRESIDENT

HAROLD JEHLE
EXECUTIVE VICE PRESIDENT

JANUARY 13, 2006

RE: MATHEW C POTTS, ATTORNEY

TO WHOM IT MAY CONCERN:

I HAVE WORKED WITH MATT POTTS FOR OVER 11 YEARS AS OUR ATTORNEY FOR FARMERS STATE BANK, ELMWOOD, IL. IN ALL DIFFERENT ASPECTS OF BANKING AND EVERYTHING WAS HANDLED IN A VERY EFFICIENT AND PROFESSIONAL MANNER. HE IS VERY PERSONABLE WHICH MAKES FOR A VERY EASY WORKING RELATIONSHIP. MR POTTS ALSO WORKED WITH ME ON SEVERAL ORGANIZATIONS MOST OF WHICH WERE NON-PROFIT AND WAS ALWAYS VERY FREE GIVING OF HIS TIME.

MATHEW POTTS ALSO COMES FORM A VERY SOLID, LONG TIME FAMILY IN THE ELMWOOD AREA. HE, HIMSELF, HAS A VERY STRONG FAMILY RELATIONSHIP.

AGAIN I WOULD NOT HESITATE TO RECOMMEND MATHEW C POTTS, ATTORNEY AT LAW.

SINCERELY,



HAROLD JEHLE
EXECUTIVE VICE PRESIDENT

SternBrothers&Co.

Investment Banking Since 1917

220 West Huron Street
Suite 500 East
Chicago, Illinois 60610
Tel: 312.664.5656
Fax: 312.664.5650

March 7, 2006

Mr. John Zuenik
Administrator
County of McLean
104 West Front Street
Room 401
Bloomington, Illinois 61702

Re: **Assist** First-Time Homebuyer Down Payment Assistance Program

Dear Mr. Zuenik:

The Assist program is doing extremely well in McLean County. During the past 7 months the program has helped 89 families purchase homes in the County totaling more than \$9.8 million. In the previous year the program helped 107 families purchase homes in McLean County totaling more than \$11.2 million. Summaries of those originations as well as maps plotting the loans are enclosed. You should notice that the average loan size has increased by more than \$5,000.00 from 2004 to 2005.

An updated lender list and program outline are also enclosed.

Thanks for your continued support of Assist in the County, Mr. Zuenik, and we look forward to working with you and the County in the year to come.

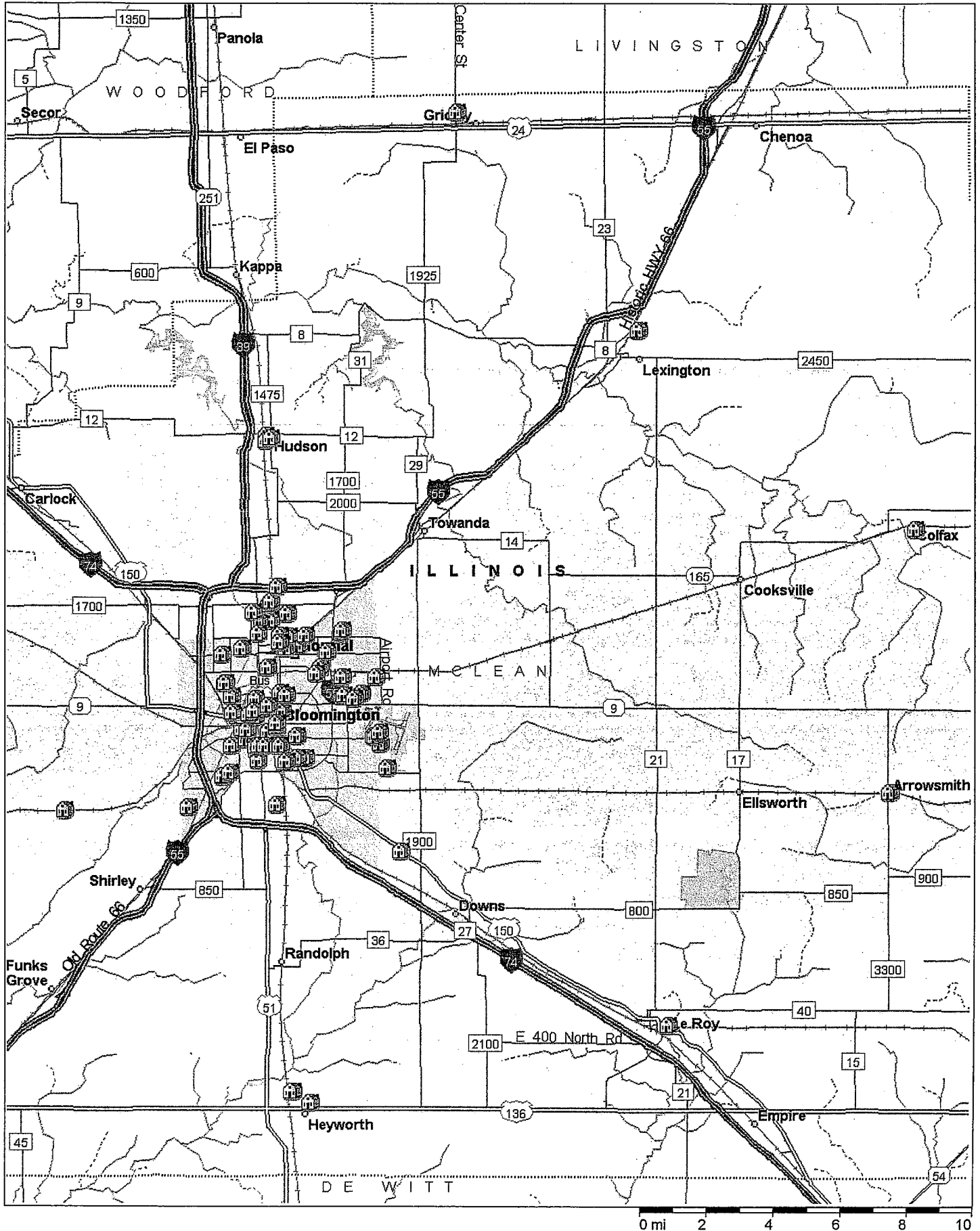
Best Regards,



David S. Rasch
Managing Director

attachments

2005 Assist Originations in McLean County, Illinois



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MCLEAN COUNTY, ILLINOIS
Collateralized Single Family Mortgage Revenue Bonds

Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

| | ADDRESS | CITY | STATE | ZIP | LOAN AMOUNT |
|----|----------------------------------|-------------|-------|-------|--------------|
| 1 | . 101 S EAST STREET | ARROWSMITH | IL | 61722 | \$78,764.00 |
| 2 | . 404 UNION STREET | BLOOMINGTON | IL | 61701 | \$83,256.00 |
| 3 | . 220 MEADOWBROOK DRIVE | BLOOMINGTON | IL | 61701 | \$105,952.00 |
| 4 | . 1704 N COTTAGE AVENUE | BLOOMINGTON | IL | 61701 | \$106,879.00 |
| 5 | . 1614 S MADISON STREET | BLOOMINGTON | IL | 61704 | \$91,680.00 |
| 6 | . 9256 ORION DRIVE | BLOOMINGTON | IL | 61704 | \$128,905.00 |
| 7 | . 1114 DORAL AVENUE | BLOOMINGTON | IL | 61701 | \$140,882.00 |
| 8 | . 1217 KOCH STREET | BLOOMINGTON | IL | 61701 | \$116,955.00 |
| 9 | . 1210 GETTYSBURG DRIVE | BLOOMINGTON | IL | 61704 | \$123,068.00 |
| 10 | . 430 STANDISH DRIVE | BLOOMINGTON | IL | 61704 | \$125,230.00 |
| 11 | . 303 S MCLEAN STREET | BLOOMINGTON | IL | 61701 | \$88,203.00 |
| 12 | . 8 EDGEWOOD COURT | BLOOMINGTON | IL | 61701 | \$152,081.00 |
| 13 | . 717 W LOCUST STREET | BLOOMINGTON | IL | 61701 | \$64,401.00 |
| 14 | . 1002 W FRONT STREET | BLOOMINGTON | IL | 61701 | \$65,264.00 |
| 15 | . 1205 W MULBERRY STREET | BLOOMINGTON | IL | 61701 | \$78,764.00 |
| 16 | . 2812 GILL STREET | BLOOMINGTON | IL | 61704 | \$147,417.00 |
| 17 | . 1505 N LINDEN STREET | BLOOMINGTON | IL | 61701 | \$119,492.00 |
| 18 | . 1104 S LEE STREET | BLOOMINGTON | IL | 61701 | \$92,669.00 |
| 19 | . 1224 LOW STREET | BLOOMINGTON | IL | 61701 | \$87,220.00 |
| 20 | . 819 W MILL STREET | BLOOMINGTON | IL | 61701 | \$87,696.00 |
| 21 | . 1234 MOUNT VERNON DRIVE | BLOOMINGTON | IL | 61704 | \$100,079.00 |
| 22 | . 3604 BALLYFORD DRIVE | BLOOMINGTON | IL | 61704 | \$128,189.00 |
| 23 | . 1534 MARTIN LUTHER KING SDRIVE | BLOOMINGTON | IL | 61701 | \$123,198.00 |
| 24 | . 10 MOONSTONE COURT | BLOOMINGTON | IL | 61704 | \$121,089.00 |
| 25 | . 614 N ROOSEVELT AVENUE | BLOOMINGTON | IL | 61701 | \$91,344.00 |
| 26 | . 906 S CENTER STREET | BLOOMINGTON | IL | 61701 | \$103,666.00 |
| 27 | . 802 WRIGHT STREET | BLOOMINGTON | IL | 61701 | \$75,586.00 |
| 28 | . 8 ROCK GARDEN COURT #2 | BLOOMINGTON | IL | 61704 | \$119,928.00 |
| 29 | . 808 E CHESTNUT STREET | BLOOMINGTON | IL | 61701 | \$97,615.00 |
| 30 | . 1014 N PRAIRE STREET | BLOOMINGTON | IL | 61701 | \$144,434.00 |
| 31 | . 3410 MCNIFF DRIVE | BLOOMINGTON | IL | 61704 | \$133,119.00 |
| 32 | . 803 E FRONT STREET | BLOOMINGTON | IL | 61701 | \$118,196.00 |
| 33 | . 1001 E EMERSON STREET | BLOOMINGTON | IL | 61701 | \$78,845.00 |
| 34 | . 10826 JANE LANE | BLOOMINGTON | IL | 61701 | \$90,081.00 |
| 35 | . 809 N LEE STREET | BLOOMINGTON | IL | 61701 | \$85,919.00 |
| 36 | . 1004 BARKER | BLOOMINGTON | IL | 61701 | \$64,401.00 |
| 37 | . 1642 MARTIN LUTHER KING DRIVE | BLOOMINGTON | IL | 61701 | \$127,893.00 |
| 38 | . 806 E WOOD STREET | BLOOMINGTON | IL | 61701 | \$110,016.00 |
| 39 | . 811 E JEFFERSON STREET | BLOOMINGTON | IL | 61701 | \$116,341.00 |
| 40 | . 414 WILLARD AVENUE | BLOOMINGTON | IL | 61701 | \$123,850.00 |
| 41 | . 814 W OAKLAND AVENUE | BLOOMINGTON | IL | 61701 | \$83,965.00 |
| 42 | . 8 ASHFORD COURT | BLOOMINGTON | IL | 61704 | \$144,458.00 |
| 43 | . 1416 W CHESTNUT STREET | BLOOMINGTON | IL | 61701 | \$85,513.00 |
| 44 | . 1301 SIX POINTS ROAD | BLOOMINGTON | IL | 61701 | \$118,602.00 |
| 45 | . 3108 CASTLEMAIN DRIVE | BLOOMINGTON | IL | 61704 | \$171,281.00 |
| 46 | . 1210 CHALLIS DRIVE | BLOOMINGTON | IL | 61704 | \$158,746.00 |
| 47 | . 21 GENEVA COURT | BLOOMINGTON | IL | 61704 | \$105,353.00 |
| 48 | . 1016 E LAFAYETTE STREET | BLOOMINGTON | IL | 61701 | \$154,787.00 |
| 49 | . 802 S BUNN STREET | BLOOMINGTON | IL | 61701 | \$68,614.00 |
| 50 | . 1107 N MCLEAN STREET | BLOOMINGTON | IL | 61701 | \$110,787.00 |

MCLEAN COUNTY, ILLINOIS
Collateralized Single Family Mortgage Revenue Bonds

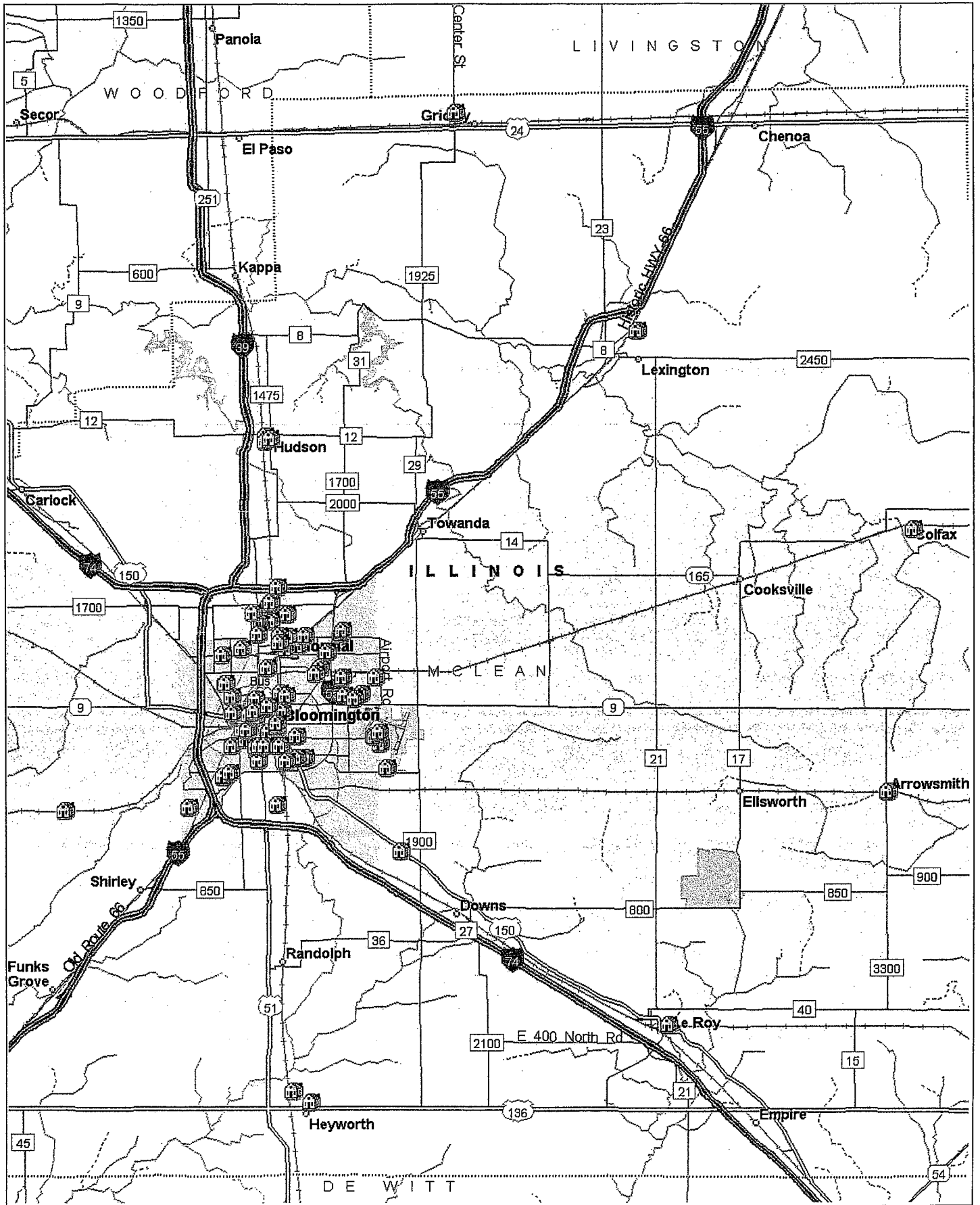
Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

| ADDRESS | CITY | STATE | ZIP | LOAN AMOUNT |
|-------------------------------|-------------|-------|-------|--------------|
| 51 . 2729 ARROWHEAD DRIVE | BLOOMINGTON | IL | 61701 | \$121,140.00 |
| 52 . 109 W FIFER STREET | COLFAX | IL | 61728 | \$79,687.00 |
| 53 . 10826 JANE LANE | COVELL | IL | 61704 | \$90,081.00 |
| 54 . 105 E 7TH STREET | GRIDLEY | IL | 61744 | \$90,030.00 |
| 55 . 4634 CIRCLE DRIVE | HEYWORTH | IL | 61745 | \$107,539.00 |
| 56 . 706 ARROWHEAD | HEYWORTH | IL | 61745 | \$98,708.00 |
| 57 . 113 S WEST STREET | HUDSON | IL | 61748 | \$135,502.00 |
| 58 . 211 S BROADWAY STREET | HUDSON | IL | 61748 | \$101,652.00 |
| 59 . 302 S WEST STREET | HUDSON | IL | 61748 | \$119,567.00 |
| 60 . 404 E OAK STREET | LEROY | IL | 61752 | \$117,689.00 |
| 61 . 129 HILTON DRIVE | LEXINGTON | IL | 61753 | \$108,808.00 |
| 62 . 905 FAIRCHILD AVENUE | NORMAL | IL | 61761 | \$98,618.00 |
| 63 . 1102 PERRY LANE | NORMAL | IL | 61761 | \$152,047.00 |
| 64 . 211 W RAAB ROAD | NORMAL | IL | 61761 | \$137,243.00 |
| 65 . 25 ETHELL PARKWAY | NORMAL | IL | 61761 | \$116,023.00 |
| 66 . 1101 BAKEWELL AVENUE | NORMAL | IL | 61761 | \$115,862.00 |
| 67 . 1104 HENRY STREET | NORMAL | IL | 61761 | \$136,060.00 |
| 68 . 1617 SCHOOL STREET | NORMAL | IL | 61761 | \$115,101.00 |
| 69 . 1811 JACOBSEN DRIVE | NORMAL | IL | 61761 | \$112,484.00 |
| 70 . 1711 ROCKINGHAM DRIVE #B | NORMAL | IL | 61761 | \$94,100.00 |
| 71 . 1020 N LINDEN STREET | NORMAL | IL | 61761 | \$115,710.00 |
| 72 . 1712 LINDA LANE | NORMAL | IL | 61761 | \$86,100.00 |
| 73 . 909 N BEECH STREET | NORMAL | IL | 61761 | \$103,073.00 |
| 74 . 504 MANCHESTER ROAD | NORMAL | IL | 61761 | \$111,497.00 |
| 75 . 219 MARTIN STREET | NORMAL | IL | 61761 | \$153,823.00 |
| 76 . 1204 GEORGE DRIVE | NORMAL | IL | 61761 | \$137,938.00 |
| 77 . 1564 HUNT DRIVE #E | NORMAL | IL | 61761 | \$96,360.00 |
| 78 . 1556 HUNT DRIVE #E | NORMAL | IL | 61761 | \$94,900.00 |
| 79 . 1506 NORTHBROOK #204 | NORMAL | IL | 61761 | \$58,100.00 |
| 80 . 1826 TAFT DRIVE | NORMAL | IL | 61761 | \$111,853.00 |
| 81 . 1314 OGELTHORPE AVENUE | NORMAL | IL | 61761 | \$152,757.00 |
| 82 . 903 N LINDEN STREET #231 | NORMAL | IL | 61761 | \$101,200.00 |
| 83 . 212 PARKTRAIL ROAD | NORMAL | IL | 61761 | \$117,486.00 |
| 84 . 705 N LINDEN STREET | NORMAL | IL | 61761 | \$96,140.00 |
| 85 . 1602 N BEECH STREET | NORMAL | IL | 61761 | \$98,556.00 |
| 86 . 311 RALEIGH COURT | NORMAL | IL | 61761 | \$166,916.00 |
| 87 . 402 N MAPLE STREET | NORMAL | IL | 61761 | \$121,901.00 |
| 88 . 903 N LINDEN STREET #205 | NORMAL | IL | 61761 | \$103,580.00 |
| 89 . 203 W MONROE STREET | NORMAL | IL | 61761 | \$133,119.00 |

TOTAL: \$9,849,623.00

AVERAGE: \$110,669.92

2005 Assist Originations in McLean County, Illinois



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MCLEAN COUNTY, ILLINOIS
Collateralized Single Family Mortgage Revenue Bonds

Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

| | ADDRESS | CITY | STATE | ZIP | LOAN AMOUNT |
|----|----------------------------------|-------------|-------|-------|--------------|
| 1 | . 101 S EAST STREET | ARROWSMITH | IL | 61722 | \$78,764.00 |
| 2 | . 404 UNION STREET | BLOOMINGTON | IL | 61701 | \$83,256.00 |
| 3 | . 220 MEADOWBROOK DRIVE | BLOOMINGTON | IL | 61701 | \$105,952.00 |
| 4 | . 1704 N COTTAGE AVENUE | BLOOMINGTON | IL | 61701 | \$106,879.00 |
| 5 | . 1614 S MADISON STREET | BLOOMINGTON | IL | 61704 | \$91,680.00 |
| 6 | . 9256 ORION DRIVE | BLOOMINGTON | IL | 61704 | \$128,905.00 |
| 7 | . 1114 DORAL AVENUE | BLOOMINGTON | IL | 61701 | \$140,882.00 |
| 8 | . 1217 KOCH STREET | BLOOMINGTON | IL | 61701 | \$116,955.00 |
| 9 | . 1210 GETTYSBURG DRIVE | BLOOMINGTON | IL | 61704 | \$123,068.00 |
| 10 | . 430 STANDISH DRIVE | BLOOMINGTON | IL | 61704 | \$125,230.00 |
| 11 | . 303 S MCLEAN STREET | BLOOMINGTON | IL | 61701 | \$88,203.00 |
| 12 | . 8 EDGEWOOD COURT | BLOOMINGTON | IL | 61701 | \$152,081.00 |
| 13 | . 717 W LOCUST STREET | BLOOMINGTON | IL | 61701 | \$64,401.00 |
| 14 | . 1002 W FRONT STREET | BLOOMINGTON | IL | 61701 | \$65,264.00 |
| 15 | . 1205 W MULBERRY STREET | BLOOMINGTON | IL | 61701 | \$78,764.00 |
| 16 | . 2812 GILL STREET | BLOOMINGTON | IL | 61704 | \$147,417.00 |
| 17 | . 1505 N LINDEN STREET | BLOOMINGTON | IL | 61701 | \$119,492.00 |
| 18 | . 1104 S LEE STREET | BLOOMINGTON | IL | 61701 | \$92,669.00 |
| 19 | . 1224 LOW STREET | BLOOMINGTON | IL | 61701 | \$87,220.00 |
| 20 | . 819 W MILL STREET | BLOOMINGTON | IL | 61701 | \$87,696.00 |
| 21 | . 1234 MOUNT VERNON DRIVE | BLOOMINGTON | IL | 61704 | \$100,079.00 |
| 22 | . 3604 BALLYFORD DRIVE | BLOOMINGTON | IL | 61704 | \$128,189.00 |
| 23 | . 1534 MARTIN LUTHER KING SDRIVE | BLOOMINGTON | IL | 61701 | \$123,198.00 |
| 24 | . 10 MOONSTONE COURT | BLOOMINGTON | IL | 61704 | \$121,089.00 |
| 25 | . 614 N ROOSEVELT AVENUE | BLOOMINGTON | IL | 61701 | \$91,344.00 |
| 26 | . 906 S CENTER STREET | BLOOMINGTON | IL | 61701 | \$103,666.00 |
| 27 | . 802 WRIGHT STREET | BLOOMINGTON | IL | 61701 | \$75,586.00 |
| 28 | . 8 ROCK GARDEN COURT #2 | BLOOMINGTON | IL | 61704 | \$119,928.00 |
| 29 | . 808 E CHESTNUT STREET | BLOOMINGTON | IL | 61701 | \$97,615.00 |
| 30 | . 1014 N PRAIRE STREET | BLOOMINGTON | IL | 61701 | \$144,434.00 |
| 31 | . 3410 MCNIFF DRIVE | BLOOMINGTON | IL | 61704 | \$133,119.00 |
| 32 | . 803 E FRONT STREET | BLOOMINGTON | IL | 61701 | \$118,196.00 |
| 33 | . 1001 E EMERSON STREET | BLOOMINGTON | IL | 61701 | \$78,845.00 |
| 34 | . 10826 JANE LANE | BLOOMINGTON | IL | 61701 | \$90,081.00 |
| 35 | . 809 N LEE STREET | BLOOMINGTON | IL | 61701 | \$85,919.00 |
| 36 | . 1004 BARKER | BLOOMINGTON | IL | 61701 | \$64,401.00 |
| 37 | . 1642 MARTIN LUTHER KING DRIVE | BLOOMINGTON | IL | 61701 | \$127,893.00 |
| 38 | . 806 E WOOD STREET | BLOOMINGTON | IL | 61701 | \$110,016.00 |
| 39 | . 811 E JEFFERSON STREET | BLOOMINGTON | IL | 61701 | \$116,341.00 |
| 40 | . 414 WILLARD AVENUE | BLOOMINGTON | IL | 61701 | \$123,850.00 |
| 41 | . 814 W OAKLAND AVENUE | BLOOMINGTON | IL | 61701 | \$83,965.00 |
| 42 | . 8 ASHFORD COURT | BLOOMINGTON | IL | 61704 | \$144,458.00 |
| 43 | . 1416 W CHESTNUT STREET | BLOOMINGTON | IL | 61701 | \$85,513.00 |
| 44 | . 1301 SIX POINTS ROAD | BLOOMINGTON | IL | 61701 | \$118,602.00 |
| 45 | . 3108 CASTLEMAIN DRIVE | BLOOMINGTON | IL | 61704 | \$171,281.00 |
| 46 | . 1210 CHALLIS DRIVE | BLOOMINGTON | IL | 61704 | \$158,746.00 |
| 47 | . 21 GENEVA COURT | BLOOMINGTON | IL | 61704 | \$105,353.00 |
| 48 | . 1016 E LAFAYETTE STREET | BLOOMINGTON | IL | 61701 | \$154,787.00 |
| 49 | . 802 S BUNN STREET | BLOOMINGTON | IL | 61701 | \$68,614.00 |
| 50 | . 1107 N MCLEAN STREET | BLOOMINGTON | IL | 61701 | \$110,787.00 |

MCLEAN COUNTY, ILLINOIS
Collateralized Single Family Mortgage Revenue Bonds

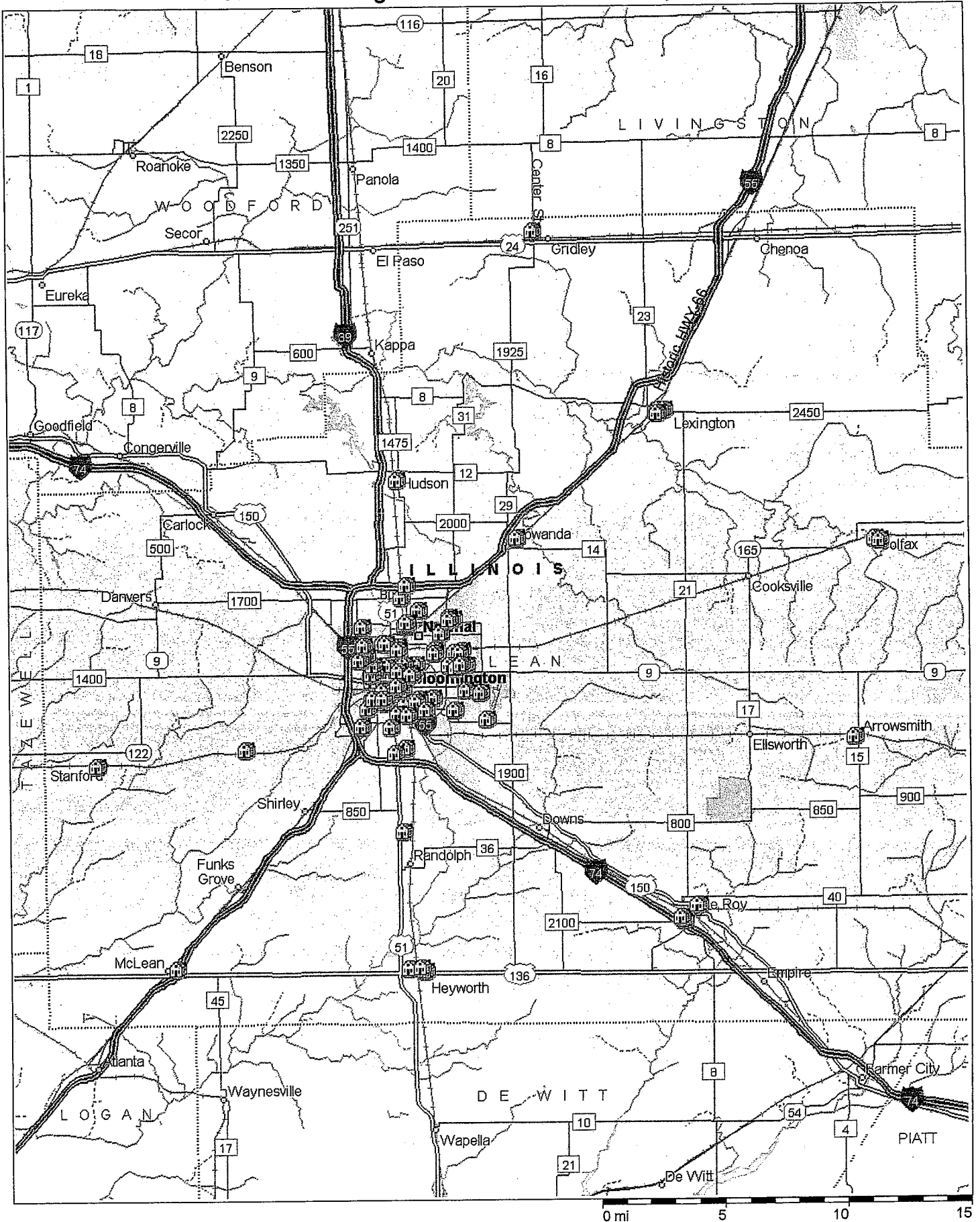
Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

| ADDRESS | CITY | STATE | ZIP | LOAN AMOUNT |
|-------------------------------|-------------|-------|-------|--------------|
| 51 . 2729 ARROWHEAD DRIVE | BLOOMINGTON | IL | 61701 | \$121,140.00 |
| 52 . 109 W FIFER STREET | COLFAX | IL | 61728 | \$79,687.00 |
| 53 . 10826 JANE LANE | COVELL | IL | 61704 | \$90,081.00 |
| 54 . 105 E 7TH STREET | GRIDLEY | IL | 61744 | \$90,030.00 |
| 55 . 4634 CIRCLE DRIVE | HEYWORTH | IL | 61745 | \$107,539.00 |
| 56 . 706 ARROWHEAD | HEYWORTH | IL | 61745 | \$98,708.00 |
| 57 . 113 S WEST STREET | HUDSON | IL | 61748 | \$135,502.00 |
| 58 . 211 S BROADWAY STREET | HUDSON | IL | 61748 | \$101,652.00 |
| 59 . 302 S WEST STREET | HUDSON | IL | 61748 | \$119,567.00 |
| 60 . 404 E OAK STREET | LEROY | IL | 61752 | \$117,689.00 |
| 61 . 129 HILTON DRIVE | LEXINGTON | IL | 61753 | \$108,808.00 |
| 62 . 905 FAIRCHILD AVENUE | NORMAL | IL | 61761 | \$98,618.00 |
| 63 . 1102 PERRY LANE | NORMAL | IL | 61761 | \$152,047.00 |
| 64 . 211 W RAAB ROAD | NORMAL | IL | 61761 | \$137,243.00 |
| 65 . 25 ETHELL PARKWAY | NORMAL | IL | 61761 | \$116,023.00 |
| 66 . 1101 BAKEWELL AVENUE | NORMAL | IL | 61761 | \$115,862.00 |
| 67 . 1104 HENRY STREET | NORMAL | IL | 61761 | \$136,060.00 |
| 68 . 1617 SCHOOL STREET | NORMAL | IL | 61761 | \$115,101.00 |
| 69 . 1811 JACOBSEN DRIVE | NORMAL | IL | 61761 | \$112,484.00 |
| 70 . 1711 ROCKINGHAM DRIVE #B | NORMAL | IL | 61761 | \$94,100.00 |
| 71 . 1020 N LINDEN STREET | NORMAL | IL | 61761 | \$115,710.00 |
| 72 . 1712 LINDA LANE | NORMAL | IL | 61761 | \$86,100.00 |
| 73 . 909 N BEECH STREET | NORMAL | IL | 61761 | \$103,073.00 |
| 74 . 504 MANCHESTER ROAD | NORMAL | IL | 61761 | \$111,497.00 |
| 75 . 219 MARTIN STREET | NORMAL | IL | 61761 | \$153,823.00 |
| 76 . 1204 GEORGE DRIVE | NORMAL | IL | 61761 | \$137,938.00 |
| 77 . 1564 HUNT DRIVE #E | NORMAL | IL | 61761 | \$96,360.00 |
| 78 . 1556 HUNT DRIVE #E | NORMAL | IL | 61761 | \$94,900.00 |
| 79 . 1506 NORTHBROOK #204 | NORMAL | IL | 61761 | \$58,100.00 |
| 80 . 1826 TAFT DRIVE | NORMAL | IL | 61761 | \$111,853.00 |
| 81 . 1314 OGELTHORPE AVENUE | NORMAL | IL | 61761 | \$152,757.00 |
| 82 . 903 N LINDEN STREET #231 | NORMAL | IL | 61761 | \$101,200.00 |
| 83 . 212 PARKTRAIL ROAD | NORMAL | IL | 61761 | \$117,486.00 |
| 84 . 705 N LINDEN STREET | NORMAL | IL | 61761 | \$96,140.00 |
| 85 . 1602 N BEECH STREET | NORMAL | IL | 61761 | \$98,556.00 |
| 86 . 311 RALEIGH COURT | NORMAL | IL | 61761 | \$166,916.00 |
| 87 . 402 N MAPLE STREET | NORMAL | IL | 61761 | \$121,901.00 |
| 88 . 903 N LINDEN STREET #205 | NORMAL | IL | 61761 | \$103,580.00 |
| 89 . 203 W MONROE STREET | NORMAL | IL | 61761 | \$133,119.00 |

TOTAL: \$9,849,623.00

AVERAGE: \$110,669.92

Assist 2004 Originations in McLean County, Illinois



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MCLEAN COUNTY, ILLINOIS
Collateralized Single Family Mortgage Revenue Bonds

Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

| | ADDRESS | CITY | STATE | ZIP | LOAN AMOUNT |
|----|---------------------------------|-------------|-------|-------|--------------|
| 1 | . 113 TIPSORD STREET | ARROWSMITH | IL | 61722 | \$108,950.00 |
| 2 | . 1825 E LINCOLN STREET | BLOOMINGTON | IL | 61701 | \$89,167.00 |
| 3 | . 1308 MOUNT VERNON DRIVE | BLOOMINGTON | IL | 61704 | \$99,114.00 |
| 4 | . 417 PRISCILLA LANE | BLOOMINGTON | IL | 61704 | \$102,583.00 |
| 5 | . 1116 W OAKLAND AVENUE | BLOOMINGTON | IL | 61701 | \$70,339.00 |
| 6 | . 810 S ALLIN STREET | BLOOMINGTON | IL | 61701 | \$98,607.00 |
| 7 | . 904 S CLINTON | BLOOMINGTON | IL | 61701 | \$118,653.00 |
| 8 | . 814 E CHESTNUT STREET | BLOOMINGTON | IL | 61701 | \$93,037.00 |
| 9 | . 707 W FRONT STREET | BLOOMINGTON | IL | 61701 | \$99,547.00 |
| 10 | . 10967 MEDALION DRIVE | BLOOMINGTON | IL | 61704 | \$81,250.00 |
| 11 | . 1415 W LOCUST STREET | BLOOMINGTON | IL | 61701 | \$94,293.00 |
| 12 | . 1312 N MORRIS AVENUE | BLOOMINGTON | IL | 61701 | \$97,237.00 |
| 13 | . 20 IVEY COURT | BLOOMINGTON | IL | 61701 | \$113,832.00 |
| 14 | . 1 OAK PARK ROAD | BLOOMINGTON | IL | 61701 | \$123,322.00 |
| 15 | . 829 W OAKLAND AVENUE | BLOOMINGTON | IL | 61701 | \$113,933.00 |
| 16 | . 608 W MILL STREET | BLOOMINGTON | IL | 61701 | \$93,167.00 |
| 17 | . 1221 GETTYSBURG DRIVE | BLOOMINGTON | IL | 61704 | \$133,574.00 |
| 18 | . 325 E LINCOLN STREET | BLOOMINGTON | IL | 61701 | \$64,401.00 |
| 19 | . 402 E STEWART STREET | BLOOMINGTON | IL | 61701 | \$98,123.00 |
| 20 | . 1716 WILDWOOD ROAD | BLOOMINGTON | IL | 61704 | \$107,082.00 |
| 21 | . 1514 N HERSHEY ROAD | BLOOMINGTON | IL | 61704 | \$98,607.00 |
| 22 | . 3907 BLUEBELL DRIVE | BLOOMINGTON | IL | 61704 | \$108,926.00 |
| 23 | . 2410 ANCOR DRIVE | BLOOMINGTON | IL | 61704 | \$125,230.00 |
| 24 | . 116 GINGER CREEK COURT | BLOOMINGTON | IL | 61704 | \$112,864.00 |
| 25 | . 1203 W OAKLAND AVENUE | BLOOMINGTON | IL | 61701 | \$85,350.00 |
| 26 | . 504 SEMINARY AVENUE | BLOOMINGTON | IL | 61701 | \$58,829.00 |
| 27 | . 1916 TRACY DRIVE APT 31 | BLOOMINGTON | IL | 61704 | \$61,812.00 |
| 28 | . 1940 TRACY DRIVE APT 6 | BLOOMINGTON | IL | 61704 | \$63,472.00 |
| 29 | . 2106 E OAKLAND AVENUE | BLOOMINGTON | IL | 61701 | \$106,052.00 |
| 30 | . 2907 PHEASANT RUN | BLOOMINGTON | IL | 61704 | \$123,882.00 |
| 31 | . 3012 ROBERT STREET | BLOOMINGTON | IL | 61704 | \$72,775.00 |
| 32 | . 401 N GRIDLEY STREET APT A | BLOOMINGTON | IL | 61701 | \$96,000.00 |
| 33 | . 1412 BUNN STREET | BLOOMINGTON | IL | 61701 | \$86,129.00 |
| 34 | . 1316 CHALLIS DRIVE | BLOOMINGTON | IL | 61704 | \$137,950.00 |
| 35 | . 915 S MASON STREET | BLOOMINGTON | IL | 61701 | \$89,675.00 |
| 36 | . 1902 COTTAGE AVENUE | BLOOMINGTON | IL | 61701 | \$111,256.00 |
| 37 | . 1109 N STATE STREET | BLOOMINGTON | IL | 61701 | \$87,188.00 |
| 38 | . 1515 WILSON STREET | BLOOMINGTON | IL | 61701 | \$92,669.00 |
| 39 | . 911 E WALNUT STREET | BLOOMINGTON | IL | 61701 | \$97,338.00 |
| 40 | . 3008 GERANIUM AVENUE | BLOOMINGTON | IL | 61704 | \$120,325.00 |
| 41 | . 10 MOONSTONE COURT | BLOOMINGTON | IL | 61704 | \$120,825.00 |
| 42 | . 9 RISER AVENUE | BLOOMINGTON | IL | 61701 | \$116,928.00 |
| 43 | . 707 E FRONT STREET | BLOOMINGTON | IL | 61701 | \$127,351.00 |
| 44 | . 10 GENEVA COURT | BLOOMINGTON | IL | 61704 | \$97,084.00 |
| 45 | . 14520 MARK LANE | BLOOMINGTON | IL | 61704 | \$128,143.00 |
| 46 | . 1616 MARTIN LUTHER KING DRIVE | BLOOMINGTON | IL | 61701 | \$114,476.00 |
| 47 | . 1503 N CLINTON BOULEVARD | BLOOMINGTON | IL | 61701 | \$134,081.00 |
| 48 | . 118 MAIZEFIELD AVENUE | BLOOMINGTON | IL | 61701 | \$114,441.00 |
| 49 | . 1103 N LIVINGSTON STREET | BLOOMINGTON | IL | 61701 | \$101,492.00 |
| 50 | . 1212 S HINSHAW AVENUE | BLOOMINGTON | IL | 61701 | \$92,720.00 |

MCLEAN COUNTY, ILLINOIS
Collateralized Single Family Mortgage Revenue Bonds

Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

| | ADDRESS | CITY | STATE | ZIP | LOAN AMOUNT |
|-----|-------------------------------|-------------|-------|-------|--------------|
| 51 | . 503 E MONROE STREET | BLOOMINGTON | IL | 61701 | \$87,121.00 |
| 52 | . 1514 N WESTERN AVENUE | BLOOMINGTON | IL | 61701 | \$114,593.00 |
| 53 | . 506 E GRAHAM STREET | BLOOMINGTON | IL | 61701 | \$108,529.00 |
| 54 | . 1226 SANDBURG DRIVE | BLOOMINGTON | IL | 61704 | \$121,267.00 |
| 55 | . 1101 W MACARTHUR AVENUE | BLOOMINGTON | IL | 61701 | \$117,029.00 |
| 56 | . 811 W GROVE STREET | BLOOMINGTON | IL | 61701 | \$94,141.00 |
| 57 | . 903 E WALNUT STREET | BLOOMINGTON | IL | 61701 | \$96,069.00 |
| 58 | . 401 MAIZEFIELD AVENUE | BLOOMINGTON | IL | 61701 | \$92,162.00 |
| 59 | . 9 YOTZONOT DRIVE | BLOOMINGTON | IL | 61704 | \$134,233.00 |
| 60 | . 3412 MCNIFF DRIVE | BLOOMINGTON | IL | 61704 | \$132,675.00 |
| 61 | . 410 STANDISH DRIVE | BLOOMINGTON | IL | 61704 | \$125,200.00 |
| 62 | . 1229 BANCROFT DRIVE | BLOOMINGTON | IL | 61704 | \$137,735.00 |
| 63 | . 204 W FIFER STREET | COLFAX | IL | 61728 | \$85,209.00 |
| 64 | . 304 E WOOD STREET | COLFAX | IL | 61728 | \$59,885.00 |
| 65 | . 115 MALLARD ROAD | DOWNNS | IL | 61736 | \$156,665.00 |
| 66 | . 111 W 7TH STREET | GRIDLEY | IL | 61744 | \$77,309.00 |
| 67 | . 202 CONSTITUTION AVENUE | HEYWORTH | IL | 61745 | \$123,258.00 |
| 68 | . 304 W CLARKE STREET | HEYWORTH | IL | 61745 | \$90,193.00 |
| 69 | . 507 E PEASE STREET | HEYWORTH | IL | 61745 | \$93,126.00 |
| 70 | . 506 S MCLEAN STREET | HUDSON | IL | 61748 | \$96,475.00 |
| 71 | . 511 E NORTH STREET | LEROY | IL | 61752 | \$58,464.00 |
| 72 | . 505 S HEMLOCK STREET | LEROY | IL | 61752 | \$105,952.00 |
| 73 | . 502 S BUCK ROAD | LEROY | IL | 61752 | \$76,277.00 |
| 74 | . 112 N VINE STREET | LEXINGTON | IL | 61753 | \$82,215.00 |
| 75 | . 107 S CHERRY STREET | LEXINGTON | IL | 61753 | \$94,141.00 |
| 76 | . 110 WEST STREET | LEXINGTON | IL | 61753 | \$92,821.00 |
| 77 | . 202 S BENSON STREET | LEXINGTON | IL | 61753 | \$64,885.00 |
| 78 | . 107 N 2ND STREET | MCLEAN | IL | 61754 | \$81,274.00 |
| 79 | . 909 E SHELBOURNE DRIVE | NORMAL | IL | 61761 | \$118,937.00 |
| 80 | . 903 N LINDEN STREET APT 129 | NORMAL | IL | 61761 | \$88,470.00 |
| 81 | . 1123 OGELTHORPE AVENUE | NORMAL | IL | 61761 | \$132,660.00 |
| 82 | . 9 PAYNE PLACE | NORMAL | IL | 61761 | \$115,608.00 |
| 83 | . 1713 JACOBSSSEN DRIVE | NORMAL | IL | 61761 | \$113,680.00 |
| 84 | . 1301 OGELTHORPE AVENUE | NORMAL | IL | 61761 | \$136,965.00 |
| 85 | . 302 E POPLAR STREET | NORMAL | IL | 61761 | \$89,167.00 |
| 86 | . 726 DALE STREET | NORMAL | IL | 61761 | \$102,971.00 |
| 87 | . 111 CROSSING DRIVE | NORMAL | IL | 61761 | \$90,639.00 |
| 88 | . 1111 OGELTHORPE AVENUE | NORMAL | IL | 61761 | \$148,799.00 |
| 89 | . 413 W HOVEY AVENUE | NORMAL | IL | 61761 | \$93,560.00 |
| 90 | . 1117 OGELTHORPE AVENUE | NORMAL | IL | 61761 | \$113,172.00 |
| 91 | . 1627 ERIN DRIVE | NORMAL | IL | 61761 | \$131,344.00 |
| 92 | . 1706 3 ROCKINGHAM DRIVE | NORMAL | IL | 61761 | \$90,716.00 |
| 93 | . 1219 ROLAND DRIVE | NORMAL | IL | 61761 | \$120,988.00 |
| 94 | . 1700 COOK DRIVE | NORMAL | IL | 61761 | \$144,942.00 |
| 95 | . 5 HALE COURT | NORMAL | IL | 61761 | \$86,072.00 |
| 96 | . 1912 PARKWEST | NORMAL | IL | 61761 | \$151,755.00 |
| 97 | . 1167 BLUE BILL WAY | NORMAL | IL | 61761 | \$150,639.00 |
| 98 | . 104 E POPLAR STREET | NORMAL | IL | 61761 | \$104,037.00 |
| 99 | . 1560 HUNT DRIVE APT E | NORMAL | IL | 61761 | \$93,600.00 |
| 100 | . 1114 CHIPPEWA STREET | NORMAL | IL | 61761 | \$123,887.00 |

MCLEAN COUNTY, ILLINOIS
Collateralized Single Family Mortgage Revenue Bonds

Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

| ADDRESS | CITY | STATE | ZIP | LOAN AMOUNT |
|----------------------------|----------|-----------------|-------|-------------------------------|
| 101 . 1907 PARK WEST DRIVE | NORMAL | IL | 61761 | \$162,578.00 |
| 102 . 27 ETHELL PARKWAY | NORMAL | IL | 61761 | \$133,119.00 |
| 103 . 9914 DRAYTON STREET | NORMAL | IL | 61761 | \$134,436.00 |
| 104 . 1823 JOHNSON DRIVE | NORMAL | IL | 61761 | \$121,504.00 |
| 105 . 1716 TAFT DRIVE | NORMAL | IL | 61761 | \$122,307.00 |
| 106 . 413 W MAIN STREET | STANFORD | IL | 61774 | \$58,774.00 |
| 107 . 109 E NORTH STREET | TOWANDA | IL | 61776 | \$107,425.00 |
| | | TOTAL: | | <u>\$11,265,735.00</u> |
| | | AVERAGE: | | <u>\$105,287.24</u> |

Assist 2006 Homebuyer Assistance

Affordable home ownership for families

Program Outline

An innovative program sponsored by communities throughout the state that offers families the opportunity to buy their own home. The home buyer assistance feature of the *Assist* program provides families with funds to pay all or most of their closing costs and down payment, enabling families with good credit but little extra capital to buy their first home.



Overview

- Communities join together and issue tax-exempt single family bonds
- Home rule communities contributes private activity bond volume cap
- Non-home rule communities apply for volume cap from the State
- No financial contribution or commitment required from any participant
- Any Illinois municipality can participate

Description of Bond Issue

- Tax-exempt bonds are issued using the combined volume cap of the communities
- The bonds are sold at a premium, a price greater than their face amount
- Proceeds of the bonds are used to make the home loans and the assistance
- The bond premium supplies the extra funds to provide home buyer assistance
- The bonds are not a debt of the municipalities or paid from any participating communities funds
- The City of Aurora acts as issuer on behalf of all the communities
- The bonds are secured by loans on homes purchased with **Assist**

Loan Description

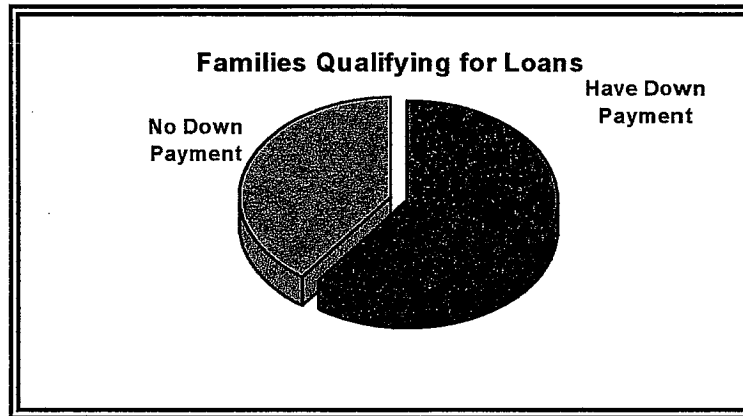
- 30 year fixed rate loans
- FHA, VA and conventional loans available
- **Assist** pays 4.25% cash assistance to qualifying home buyers
 - 1.00% to lender as origination fee
 - 0.25% to lender as discount fee
 - 3.00% net to home buyer for closing
- Loans are funded with proceeds of the bonds
- Loan interest rate determined at bond closing
- Loan interest rate below conventional loan rates as of bond closing

Qualifying Homebuyers

- First time home buyers (not owned residence in three years)
- Will occupy the home as their residence
- Meet income guidelines
- Meet purchase price guidelines

Advantages

- Provides additional home ownership opportunities in each Community
- Home ownership provides added stability in a community
- Serves the 40% of potential home buyers who qualify for loans but lack funds
- Strategic alliance with lenders throughout the state
- Customized marketing in each municipality
- No out-of-pocket expense to any community to participate



Program Details

| | |
|-------------------------------------|--------------|
| Total Home Buyer Assistance: | 4.25% |
| Closing Costs and Down Payment: | 3.00% |
| Origination Fee: | 1.25% |

| | |
|-----------------------------------|--------------------------------------|
| Anticipated Mortgage Rate: | 6.10% FHAVA & conventional |
| Lending Period: | April 1, 2006 through March 31, 2007 |
| Master Servicer: | National City Mortgage Service Co. |
| Bond Counsel: | Chapman & Cutler |

**STATE OF ILLINOIS
PURCHASE PRICE AND INCOME LIMITS
SINGLE FAMILY PROGRAMS**

| COUNTY NAME | INCOME LIMITS | | PURCHASE PRICE LIMITS | |
|---------------------------|---------------|------------------|-----------------------|----------------|
| | 1 or 2 People | 3 or More People | New Homes | Existing Homes |
| NON-TARGETED AREAS | | | | |
| BOONE | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| BUREAU | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| CHAMPAIGN | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| COLES | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| COOK | \$69,700 | \$80,155 | \$325,890 | \$325,890 |
| DEKALB | \$66,050 | \$75,958 | \$325,890 | \$325,890 |
| DUPAGE | \$69,700 | \$80,155 | \$325,890 | \$325,890 |
| GRUNDY | \$69,650 | \$80,098 | \$325,890 | \$325,890 |
| KANE | \$69,700 | \$80,155 | \$325,890 | \$325,890 |
| KANKAKEE | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| KENDALL | \$78,500 | \$90,275 | \$325,890 | \$325,890 |
| LAKE | \$69,700 | \$80,155 | \$325,890 | \$325,890 |
| LASALLE | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| MACON | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| MADISON | \$65,900 | \$75,785 | \$253,120 | \$253,120 |
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| OGLE | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| PEORIA | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| ROCK ISLAND | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| SANGAMON | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
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| VERMILION | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| WILL | \$69,700 | \$80,155 | \$325,890 | \$325,890 |
| WINNEBAGO | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| TARGETED AREAS | | | | |
| BOONE | NA | NA | NA | NA |
| BUREAU | NA | NA | NA | NA |
| CHAMPAIGN | \$75,960 | \$88,620 | \$249,860 | \$249,860 |
| COLES | NA | NA | NA | NA |
| COOK | \$83,640 | \$97,580 | \$398,310 | \$398,310 |
| DEKALB | \$79,260 | \$92,470 | \$398,310 | \$398,310 |
| DUPAGE | NA | NA | NA | NA |
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Loan Description

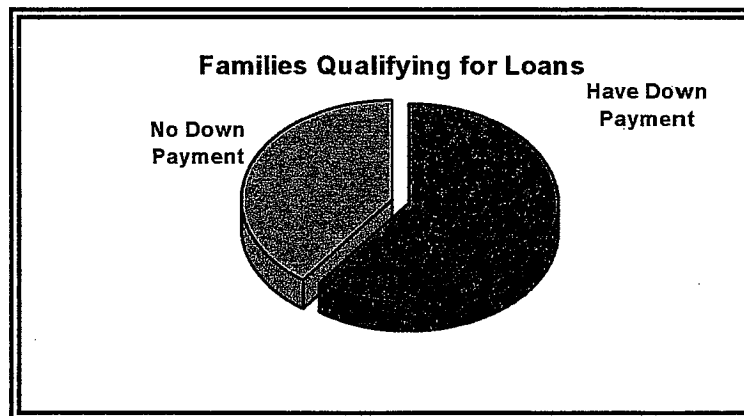
- 30 year fixed rate loans
- FHA, VA and conventional loans available
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 - 1.00% to lender as origination fee
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Program Details

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|-------------------------------------|--------------|
| Total Home Buyer Assistance: | 4.25% |
| Closing Costs and Down Payment: | 3.00% |
| Origination Fee: | 1.25% |

Anticipated Mortgage Rate: 6.10% FHAVA & conventional

Lending Period: April 1, 2006 through March 31, 2007

Master Servicer: National City Mortgage Service Co.

Bond Counsel: Chapman & Cutler

**STATE OF ILLINOIS
PURCHASE PRICE AND INCOME LIMITS
SINGLE FAMILY PROGRAMS**

| COUNTY NAME | INCOME LIMITS | | PURCHASE PRICE LIMITS | | |
|----------------|--------------------|------------------|-----------------------|----------------|----------------|
| | NON-TARGETED AREAS | 1 or 2 People | 3 or More People | New Homes | Existing Homes |
| BOONE | | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
| BUREAU | | \$63,300 | \$72,795 | \$204,430 | \$204,430 |
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Want a home of your own, but can't meet the down payment and closing costs?



The County of McLean, in association with a number of Illinois communities, now offer a way for you to get a home of your own through their sponsorship of the Assist Program, a first-time homebuyer's down payment assistance program.

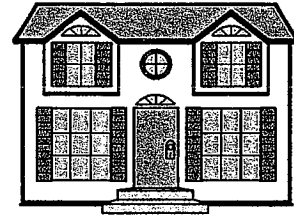
What is Assist?

Assist is a program that will offer individuals and families with a FHA/VA, or conventional, 30-year, fixed-rate mortgage and offers a full 4.25% cash gift on the amount borrowed on a mortgage to qualified homebuyers for homes in McLean County. The cash gift may be used to offset some or all of the home loans down payment and closing costs. Assist minimizes the amount of money you need on hand to purchase your home.

Am I Eligible?

The program is open to individuals and families who:

- meet the income and purchase price requirements.
- have not owned a home in three years.
- meet the qualifying requirements for a mortgage loan.
- will use the home as their principal residence.
- will use the program for a home purchase, not refinance.



What Type of Home Can I Buy And How Much Can I Spend?

Homes that meet the program guidelines are new or existing, owner-occupied, single family homes, town homes and condominiums. Purchase Price and Income Limits are as follows:

| Purchase Price Limits: | Non-Targeted | | Targeted Area | |
|------------------------|--------------|-----------------|---------------|-----------------|
| | <u>New</u> | <u>Existing</u> | <u>New</u> | <u>Existing</u> |
| | \$204,430 | \$204,430 | \$249,860 | \$249,860 |

| Income Limits: | Non-Targeted Area | | Targeted Area | |
|----------------|-----------------------|------------------|-----------------------|------------------|
| | <u>1 or 2 persons</u> | <u>3 or more</u> | <u>1 or 2 persons</u> | <u>3 or more</u> |
| | \$69,650 | \$80,098 | \$83,580 | \$97,510 |

How Do I Sign Up?

1. Contact any of the McLean County-area participating lenders set out below.
2. Meet the program guidelines and qualify for the new home
3. Close on your purchase and enjoy your new home.

Participating Lenders:

| | | | |
|---|---|--|---|
| Chuck Hoscheidt National City Bank (309) 823-3016 | Randy Clark Busey Bank (309) 663-6345 | David Usiak Mortgage Services (309) 663-7743 | Ann Ulitzsch Main Street Bank & Trust (309) 661-8700 x224 |
| Kelly Lane Wells Fargo Home Mortgage (309) 661-8800 | Robin Swords Regions Bank (309) 663-1311 x289 | LaQuerrie Hooper Chase Home Finance (217) 525-9634 | |

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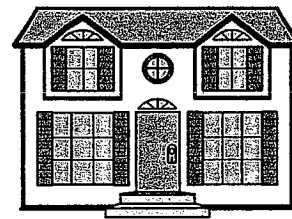
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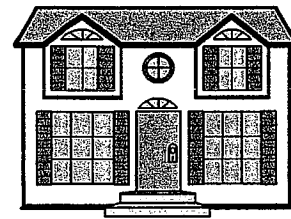
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3. Close on your purchase and enjoy your new home.

Participating Lenders:

| | | | |
|---|---|--|---|
| Chuck Hoscheidt National City Bank (309) 823-3016 | Randy Clark Busey Bank (309) 663-6345 | David Usiak Mortgage Services (309) 663-7743 | Ann Ulitzsch Main Street Bank & Trust (309) 661-8700 x224 |
| Kelly Lane Wells Fargo Home Mortgage (309) 661-8800 | Robin Swords Regions Bank (309) 663-1311 x289 | LaQuerrie Hooper Chase Home Finance (217) 525-9634 | |

Want a home of your own, but can't meet the down payment and closing costs?



The County of McLean, in association with a number of Illinois communities, now offer a way for you to get a home of your own through their sponsorship of the Assist Program, a first-time homebuyer's down payment assistance program.

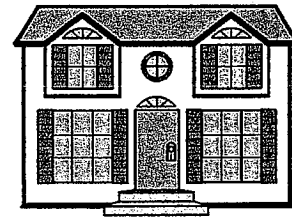
What is Assist?

Assist is a program that will offer individuals and families with a FHA/VA, or conventional, 30-year, fixed-rate mortgage and offers a full 4.25% cash gift on the amount borrowed on a mortgage to qualified homebuyers for homes in McLean County. The cash gift may be used to offset some or all of the home loans down payment and closing costs. Assist minimizes the amount of money you need on hand to purchase your home.

Am I Eligible?

The program is open to individuals and families who:

- meet the income and purchase price requirements.
- have not owned a home in three years.
- meet the qualifying requirements for a mortgage loan.
- will use the home as their principal residence.
- will use the program for a home purchase, not refinance.



What Type of Home Can I Buy And How Much Can I Spend?

Homes that meet the program guidelines are new or existing, owner-occupied, single family homes, town homes and condominiums. Purchase Price and Income Limits are as follows:

Purchase Price Limits: Non-Targeted

| | |
|------------|-----------------|
| <u>New</u> | <u>Existing</u> |
| \$204,430 | \$204,430 |

Targeted Area

| | |
|------------|-----------------|
| <u>New</u> | <u>Existing</u> |
| \$249,860 | \$249,860 |

Income Limits:

| Non-Targeted Area | |
|--------------------------|------------------|
| <u>1 or 2 persons</u> | <u>3 or more</u> |
| \$69,650 | \$80,098 |

| Targeted Area | |
|-----------------------|------------------|
| <u>1 or 2 persons</u> | <u>3 or more</u> |
| \$83,580 | \$97,510 |

How Do I Sign Up?

1. Contact any of the McLean County-area participating lenders set out below.
2. Meet the program guidelines and qualify for the new home
3. Close on your purchase and enjoy your new home.

Participating Lenders:

| | | | |
|---|---|--|---|
| Chuck Hoscheidt National City Bank (309) 823-3016 | Randy Clark Busey Bank (309) 663-6345 | David Usiak Mortgage Services (309) 663-7743 | Ann Ulitzsch Main Street Bank & Trust (309) 661-8700 x224 |
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