ILLINOIS POLICE OFFICERS' PENSION INVESTMENT FUND

184 SHUMAN BOULEVARD, SUITE 305, NAPERVILLE, IL 60563 | (331) 472-1080



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Illinois Municipal League Representative Carbondale, IL Notice is hereby given that the Illinois Police Officers' Pension Investment Fund's Governance Committee will conduct a special meeting on **Wednesday**, **July 7**, **2021 at 1:30 p.m.** via the Zoom digital platform in accordance with Executive Order 2021-14 issued by Governor Pritzker and Public Act 101-0640. By entering this meeting, participants agree to be audio and video recorded.

Zoom Invite:

Dial by your location +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 301 715 8592 US (Germantown) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston)

> Meeting ID: 857 9497 0866 Passcode: 007817

Members of the public that wish to observe this meeting in-person can do so at General Legal Counsel's office: Reimer Dobrovolny & Labardi PC, 15 Spinning Wheel Road Suite 310, Hinsdale, IL 60521. Please be advised that all Committee Members are participating via the Zoom digital platform. A livestream and limited seating will be available.

AGENDA

Governance Committee Members:

Chairperson Mark Poulos Trustee Shawn Curry Trustee Michael Inman

- 1. Call to Order
- 2. Roll Call
- 3. IPOPIF Office
 - a. Status Update
 - b. Recommendation(s) to the Full Board for Approval
- 4. Closed Session (If needed)
- 5. Public Comment (Press *6 to Unmute)
- 6. Adjournment

Message from Board Chairperson:

"As Chairperson of the IPOPIF, I find that in person committee and board meetings are not practical or prudent due to the current pandemic. In addition, I find that I do not have to physically be present at the IPOPIF office because it is not feasible due to the Governor's June 25, 2021 disaster proclamation. These findings shall remain in effect until July 24, 2021." — Shawn Curry Page 1 of 115



MEMORANDUM

TO: IPOPIF Board of Trustees

FROM: Richard White, Interim Executive Director

RE: IPOPIF Office Location

DATE: July 9, 2021

Recommended action(s):

- Approve Letter of Intent of Lease ("LOI") between the Illinois Police Officers' Pension Investment Fund and the City of Peoria.
- Motion to authorize the Executive Director and General Legal Counsel to enter into lease negotiations with the City of Peoria.
- Motion to authorize the Executive Director to execute the lease agreement and other contracts necessary to complete the leasing agreement with the City of Peoria.

Recommended direction for the office location and space:

- Location of the IPOPIF office: City of Peoria
- Square footage of the IPOPIF office: Not to exceed 6,000 square feet.
- Board and Committee and Public Meeting Room: Not a requirement for the IPOPIF office space.
- Leasing costs: Not to exceed \$85,000 per year.



Discussion:

Considerations for the location of the Fund office including:

(1) Convenience for members and beneficiaries to attend Board and Committee meetings.

Even simultaneously with in-person meetings (when these resume), the convenience of meetings conducted via the Zoom digital platform would allow members and beneficiaries the ability to participate in meetings through a computer device and in the comfort of their own personal locations while reducing the need to travel to the IPOPIF office to attend meetings of the Board of Trustees.

The IPOPIF website offers a significant amount of information about the activities of the Fund and provides the ability to contact the Fund for information. This communication tool will be an important component of transparency with the members and beneficiaries.

Similar public pension organizations tend not to have many members and beneficiaries attend meetings unless the member has a direct connection to a matter on the agenda. This direct connection between the IPOPIF and a member/beneficiary is likely reduced at this time with most of the matters that take place between the pension fund and member/beneficiary remaining at the local participating police pension fund level.

(2) Convenient location for members of the Board of Trustees.

The location of the IPOPIF office is an important consideration for the members of the Board of Trustees in many ways, including attendance at Board meetings, attendance at Committee meetings and meetings with IPOPIF staff.

(3) Convenient location for full-time staff.

The primary users of the office space and location will be your full-time and to a lesser but still important extent, your outsourced service providers.

The ability to recruit staff for the IPOPIF will be an important consideration for the location of the office with the availability of a workforce pool a consideration. Access to a pool of potential employees is a consideration.

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As the Fund has hired an interim Executive Director, a Chief Investment Officer and recruitment for full-time investment staff is currently underway, the identification and selection of a geographical location for the IPOPIF office is an inflection point moment for the Fund.

(4) Convenient location for contract service providers.

In much the same, contract service providers will be using and visiting the office on a frequent basis. Convenience and accessibility will be an important consideration for the Fund and full-time staff.

(5) Convenient location for investment asset managers

The Fund will regularly meet with the investment service providers, such as consultants, actuaries, and investment managers so having a location that is convenient and accessible is a consideration for the Board.

(6) Access to hotel rooms when Board members or others need overnight accommodation before or after meetings.

Attendance at Board and Committee meetings, when in-person, will require trustees, service providers and others to travel to the office which may require overnight accommodations. Access to hotels and restaurants is a consideration for the office location.

(7) Access to additional meeting room/conference room space.

The Board and Committee meetings will require certain space needs for the Board and staff in attendance, presenters and service providers attending the meetings, members/beneficiaries, and members of the public.

In most cases, it would be impractical and needlessly expensive to lease the size of the room required to fill these needs when the room would sit unused more often than when it would be used for such meetings. Thus, having access to conference or meeting spaces in hotels or similar facilities that can be leased as needed would be an important consideration.

The Board has used meeting rooms at other locations but the number of these rooms that would suffice for the Board and Committee needs are limited, the schedules of many of these sites are filled or unpredictable and the needs of the Fund for meetings, such as audio/visual requirements, are not always optimal.

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The City of Peoria has a training room that is used for public meetings on the same floor at the proposed office space which will be available to the IPOPIF at no additional cost.

(8) Access to major roads and airports.

Convenience for commuting and traveling to the Fund by all the parties is a consideration.

(9) Leasing options

Property classifications include: (A) Class A properties represent the highest quality buildings in the market and area. These properties typically demand the highest rent with little or no deferred maintenance; (B) Class B properties are a step down from the Class A and are generally older and well-maintained; (C) Class C properties are generally older buildings and require renovation or updating to the building infrastructure; (D) Class D properties are usually distressed properties.

Common are maintenance (CAM) charges. CAM is short for one of the net charges billed to tenants in a commercial triple net (NNN) lease and are paid by tenants to the landlord of a commercial property. A CAM charge is an additional rent, charged on top of base rent, and is mainly composed of maintenance fees for work performed on the common area of the property. Each tenant pays their pro rata share of a property's total CAM charges, which prorated share is the percentage of the tenant's rented square footage of the total, rentable square footage of the property.

NNN Lease. A triple net lease includes the three nets (property taxes, insurance, and maintenance) is most common. In a "net lease" the tenant is responsible for paying, in addition to base rent, some or all of the recoverable expenses related to the real-estate ownership.

It is recommended that the Board of Trustees consider delegating the negotiation process and execution of a lease to the Executive Director and General Legal Counsel. There will be a number of issues to consider and resolve during the process and this delegation of the authority will be an important factor to consider in the timeliness of this process.



(10) Office needs

An office will require sufficient space for individual offices, workstations, office equipment and technology needs. Having access to state-of-the-art technology infrastructure would be very important.

(11) Prudent Person Rule:

The rule states that a fiduciary must discharge his/her duties with the care, prudence, and diligence under the prevailing circumstances that a prudent person acting in a like capacity and familiar with such matters would use in a similar situation. (40 ILCS 5/1-109(b)).

This rule includes the affirmative duty for the Board of Trustees to seek expert advice in the decision-making process.

The Board of Trustees has considered and discussed the office location, space requirements and other matters on a number of occasions in public meetings of the Governance Committee and the Board of Trustees. The Board has utilized staff, general and fiduciary legal counsel, and various subject matter experts to advise the Board during the decision-making process.

The Board of Trustees received a market rate analysis report from a Certified General Real Estate Appraiser; a Buyers Price Opinion Analysis of Comparable Lease Options report from a Licensed Real Estate Broker and an office space plan using an internet planning tool for the Board's review and consideration.

General Legal Counsel and Fiduciary Legal Counsel have been a part of the development and review process of this item.



(12) Prohibited Transactions:

A fiduciary may not deal with the assets of the Fund in one's own interest of for one's account and may not receive any compensation or anything of value for one's own personal account from any party dealing with or who is involved with the assets of the Fund. (40 ILCS 5/1-110(B)).

Specifically, this matter is regarding the leasing of the Twin Towers office space since the building is owned by the City of Peoria. This requirement for the IPOPIF is to ensure that a lease relationship with a landlord is not a prohibited transaction.

Additionally, the process has been reviewed by general and fiduciary legal counsel to ensure that any transaction with the City of Peoria, or other landlord, does not rise to the level of a prohibited transaction.

(13) Market Rate Analysis of Twin Towers Plaza:

One of the steps taken to comply with the prudent person rule and prohibited transaction requirement was to identify and retain an independent real estate appraiser to conduct a market rent analysis for both the Twin Towers Plaza. The report, dated June 30, 2021, was prepared by Paul K. Knight, MAI, Certified General Real Estate Appraiser which is a complete analysis of leasing market conditions in the City of Peoria as well as a general discussion related to competitive properties in Bloomington and Downtown Peoria.

In the opinion of Mr. Knight, "the subject space represents the best alternative at the most reasonable cost to the client."

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These summaries regarding the market rate for the Twin Towers Building and the City of Peoria commercial office market are provided in Mr. Knight's report:

Based on the fact and opinions contained in the attached report and upon my inspection of the site, it is the opinion of the undersigned that the appropriate range of rental rates providing Market Rent of the property herein described, as of June 21, 2021, is as follows:

......\$8.25 per square foot per year and \$12.00 per square foot per year

A further opinion is that the draft of the Client's Letter of Intent, providing a proposed rental rate of \$9.00 per square foot per year, is well within this range and provides a rate providing no significant benefit to the parties of the lease. (Page 3).

The terms, indicating that the tenant will provide base rent and utility costs only, are similar to those noted in many alternative leases in Twin Tower Plaza. The terms would be indicative of market expectation in the subject property. (Page 5)

Based on this observation, as well as the listed rate at Twin Tower Plaza being at the low end of the range, indicated the location had the best opportunity to provide Class A or Class B office space in the Central Business District at the lowest cost. Upon inquiry, the client discovered the availability of the subject property, owned by the City of Peoria. (Page 22)

Final Conclusions: The preceding section of the report estimated the appropriate range of rates implied by the market data, and the clients Letter of Intent draft has provided a base rental rate of \$9.00. The rate within the Letter of Intent falls well within the range provided by market data. Based on these observations, a conclusion is drawn that the Letter of Intent draft provides rate and terms that are well within market expectations, with no significant advantage to the potential tenant or the landlord. (Page 44)



(14) Buyers Price Opinion Analysis of Comparable Lease Options in the Cities of Peoria and Bloomington

This report was prepared by Amber Neal, Licensed Real Estate Broker provides a comparison of office lease properties in the City of Peoria and Bloomington. This report compares office locations and comparable leases and listings as a guide to the available office spaces in both cities. A Licensed Real Estate Broker was used to provide information on commercial properties in the Bloomington/Normal area. It should be noted that there were no available office locations in the City of Normal for us to include in this comparison.

(15) Space Planning Analysis

One of the steps taken to comply with the prudent person rule and prohibited transaction requirement was to identify and retain an independent architect real estate to conduct a market rent analysis for the Peoria location. Unfortunately, it proved to be difficult to find an expert to do this analysis.

We used an available internet resource tool to assist with our own analysis of space requirements. Our report is included in the Board agenda packet for your review and consideration.

It is our recommendation that an office space of no larger than 6,000 square feet will provide for sufficient space for the estimated full-time staff of fourteen for the IPOPIF.

(16) **IPOPIF Staff Review:**

Preparation and review of the materials presented to the Board of Trustees involved a number of individuals, at various stages and at different levels of involvement during this process.

Those associated with the IPOPIF include:

- a. Executive Director White
- b. General Legal Counsel Reimer
- c. Fiduciary Legal Counsel Burns

(17) Attachments:

- a. Market Rate Analysis of Twin Towers Plaza.
 - Prepared by Paul K. Knight, MAI, Certified General Real Estate Appraiser
- b. Buyers Price Opinion Analysis of Comparable Lease Options in Cities of Peoria and Bloomington.
 - Prepared by Amber Neal, Licensed Real Estate Broker
- c. Office Location Comparison Grid
- d. Loop Net Brochures of Office Locations
 - i. Twin Towers Plaza, 456 Fulton Street, Peoria
 - ii. Executive Office Building, 411 Hamilton Blvd., Peoria
 - iii. One Tech Plaza, 211 Fulton Street, Peoria
 - iv. Keplr Vision Building, 112 E. Washington Street, Bloomington
 - v. Brady Building, 2103 Eastland Drive, Bloomington
 - vi. 2002 Fox Creek Road, Bloomington
 - vii. Pantagraph Building, 205 N. Main Street, Bloomington
- e. Office Space Requirements Chart

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- f. Communications received from local and state officials regarding locating the IPOPIF office in the City of Peoria:
 - Jehan Gordon-Booth, State Representative, 92nd District
 - Win Stoller, Illinois State Senate, 37th District.
 - Charles Grayeb, City of Peoria, City Council
- g. Letter of Intent to Lease ('LOI') Commercial Real Estate
 - Prepared by Amber Neal, Licensed Real Estate Broker.

Market Rental Analysis

456 Fulton Street

Twin Towers Plaza, Unit C4B and C4E

Peoria, IL

An Office Space in Downtown Peoria

For:

Illinois Police Officers Pension Investment Fund Mr. Richard J. Reimer, Esq. Reimer, Dobrovolny & LaBardi PC 15 Spinning Wheel Road Hinsdale, IL 60521

By:

Paul K. Knight, MAI Certified General Real Estate Appraiser LICENSE #553.001741 EXPIRES: 09/30/2021

Date of Analysis: June 21, 2021

Date of Report: June 30, 2021

PRO-VAL TECH Professional Valuation Technology, LLC

Paul K. Knight, MAI
Real Estate Appraisal and Consultation
116 Scenic Bluff Drive
East Peoria, IL 6161
309-339-0483
pkknight@comcast.net
FEIN 26-1616291

June 30, 2021

Illinois Police Officers Pension Investment Fund Mr. Richard J. Reimer, Esq. Reimer, Dobrovolny & LaBardi PC 15 Spinning Wheel Road Hinsdale, IL 60521

RE: Market rent analysis of Twin Towers Plaza, Units C4B and C4E, 456 Fulton Street, Peoria, IL (also known as Suites 401 and 402).

Dear Mr. Reimer:

Pursuant to your request to estimate the market rent of the above described property, I submit the following report for your consideration. This report describes, in detail, the method of analysis and contains the analysis of data gathered in my investigation and used in arriving at my conclusion of market rent.

I hereby certify that I personally observed the site on June 21, 2021, that I have no interest, present or prospective therein, and that all the data gathered in my investigation is from sources believed to be reliable. The subject property is an office condominium identified as Suites 401 and 402 within a high-rise building known as Twin Towers. The total area of the subject property is 16,386 square feet. At time of this report, approximately 4,273 square feet are leased to the Tri-County Regional Planning Commission. The remaining area, which is approximately 12,113 square feet, is reportedly divisible. The client has provided a draft copy of a non-binding Letter of Intent indicating the client' intent to lease 6,000 square feet, with a base rent of \$9.00 per square foot. The owner of the subject property is the City of Peoria. Based on Illinois law, an investment fund must ensure that a lease with a "party in interest", which includes the City of

Peoria, is not for greater than or less than adequate consideration. In simpler terms, the lease must represent market rent, with no advantage to either party.

The building supporting the subject property was built in 1984 and is in good condition. The client will use the report to provide assistance with decisions related to negotiating and executing a lease. This report follows a search by the client in the Central Business Districts of Peoria and Bloomington for Class A or B office property.

Employment in and compensation for making this report are in no way contingent on the value reported, and I certify that I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.

To the best of my knowledge and belief, the statements contained in this appraisal and upon which opinions expressed herein are based are correct, subject to the limiting conditions herein set forth; also, this appraisal has been made in conformity with the Code of Ethics of the Appraisal Institute.

Based on the fact and opinions contained in the attached report and upon my inspection of the site, it is the opinion of the undersigned that the appropriate range of rental rates providing Market Rent of the property herein described, as of June 21, 2021 is as follows:

......\$8.25 per square foot per year and \$12.00 per square foot per year

A further opinion is that the draft of the Client's Letter of Intent, providing a proposed rental rate of \$9.00 per square foot per year, is well within this range and provides a rate providing no significant benefit to the parties of the lease.

Respectfully submitted,

Paul K. Kyes

Paul K. Knight, MAI

Certified General Real Estate Appraiser

License # 553.001741 Expires: 09/30/2021

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SUMMARY OF SALIENT FEATURES:

Purpose of analysis: Market Rent
Date of Analysis: June 21, 2021

Zoning: B-1, Central Business District

Flood Hazard Area: C

Improvement Size: Estimated 6,000 square feet

Rental Rate Proposed: \$9.00/sf/yr; Modified Gross Terms

Range of Appropriate Market Rate: \$8.25 to \$12.00/sf/yr

The client's proposed rental rate of \$9.00/sf/year, with modified gross terms, is within the indicated range provided by market data, and supports a conclusion that the proposed rate provides a good indication of market rent, providing no benefit to either party.

The terms, indicating the tenant will provide base rent and utility costs only, are similar to those noted in many alternative leases in Twin Tower Plaza. The terms would be indicative of market expectation in the subject property.

The client's draft of a Letter of Intent also requests contributions from the landlord related to provision of tenant improvements. This request is common in the subject market, and the client's request is well within the range of landlord contribution noted in the market.

UNDERLYING ASSUMPTIONS:

- 1. It is assumed that the legal description furnished the appraiser of subject property is correct.
- 2. That the title to the property is good and owned in fee simple and that there are no known encumbrances or defects of title other than those mentioned in this report.
- 3. That the property is free and clear of all liens other than those mentioned in this report, but subject to any existing easements, assessments or other obligations.
- 4. That certain opinions or estimates (which are properly identified) furnished by other individuals and/or other sources, and used in making the appraisal are correct.
- 5. The property is appraised as though under responsible ownership and competent management.
- 6. Any sketches in this report are included to assist the reader in visualizing the property, and do not constitute a formal survey.

CONTINGENT CONDITIONS:

- 1. That neither all nor any part of the contents of this report will be conveyed to the public through advertising, public relations, news, sales or other media, without written consent and approval of the author, particularly as to the analysis conclusions, and identify of the appraiser or firm with which he is connected.
- 2. The appraiser will not be required to give testimony or appear in court by reason of this appraisal with reference to the property herein described unless prior arrangements have been made.
- 3. That the appraiser assumes no liability for determining active infestation and/or damage due to termite presence.
- 4. Additional assumptions and limiting conditions are located on the following pages.

DEFINITION OF MARKET RENT:

Market rent is defined as:

The most probable rent a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, terms concessions, renewal and purchase options, and tenant improvements (TI).

(Source: The Dictionary of Real Estate Appraisal 6th Edition (2015), the Appraisal Institute)

ADDITIONAL CONTINGENT AND LIMITING CONDITIONS:

The appraiser's certification that appears in the appraisal report is subject to the following conditions:

- 1. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express, or implied, regarding this determination.
- 2. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or un-apparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- 3. The appraiser will not disclose the contents of the appraisal report except as provided in the Uniform Standards of Professional Appraisal Practice.
- 4. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the market rent for the property, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the client or those parties approved by the client.

APPRAISER'S CERTIFICATION:

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have provided no services related to the subject property within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I made a personal observation of the property that is the subject of this report.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

ADDRESS OF THE PROPERTY APPRAISED:

Unit C4E and C4B, (also known as Suites 401 and 402), 456 Fulton Street, Peoria, IL

APPRAISER:

Paul K. Knight, MAI

Paul N. Kylo

Certified General Real Estate Appraiser

License # 553.001741

Expires: 09/30/2021

PHOTOGRAPHS OF SUBJECT PROPERTY



Subject property includes approximately 12,000 square feet of available space in Twin Towers office building.



Another view of potential space.



Another view of available space.



The available space includes several offices.



Another available office for lease



Another private office already developed.



This breakroom would be available for sharing with the tenant already in place.



The kitchen area is part of shared breakroom.

GENERAL INFORMATION:

DATE OF VALUATION AND EFFECTIVE DATE OF THE MARKET RENT ANALYSIS:

The date of valuation and effective date for the market rent analysis is June 21, 2021.

AUTHORIZATION AND INSTRUCTIONS TO APPRAISER:

The appraiser has been authorized to prepare this report by Mr. Richard J. Reimer, Esq., Reimer, Dobrovolny and LaBardi PC, 15 Spinning Wheel Road, Hinsdale, IL, 60521. Mr. Reimer represents the client, the Illinois Police Officers Pension Investment Fund. The client has instructed the appraiser to provide a market rent analysis. The report will be used to assist the client with decisions related to determination of market rent for a tenant space in Peoria, IL.

INTENDED USE AND INTENDED USERS:

The Illinois Police Officers Pension Investment Fund is the client. The client is the intended user.

The intended use of this appraisal report is to provide an opinion of market rent of the subject property, described as Suites 401 and 402, 456 Fulton Street, Peoria, IL. The total area of the property is 16,386 square feet, with 12,113 square feet currently vacant. The client has provided a draft of a non-binding Letter of Intent between themselves and the owner, the City of Peoria, indicating their interest in leasing 6,000 square feet of the available space. The Letter of Intent provides the terms of a prospective lease, including a rental rate of \$9.00 per square foot per year. The State of Illinois requires that prior to execution of a lease agreement, an investment fund must ensure that a lease with a "party of interest", such as the City of Peoria, is not for greater than or less than adequate consideration. In simpler terms, this indicates the agency cannot pay more or less than typical market participants. The client will use the report to assist with determination of market rent for a tenant space in Peoria, IL.

The report is prepared for the sole and exclusive use of the client or the client's agents or representatives.

PURPOSE OF ANALYSIS

The analysis has been made for the purpose of arriving at an opinion of market rent of the subject property, assuming leasehold property rights. The client will use the report to assist with determination of market rent for a tenant space in Peoria, IL.

Market rent is defined as:

The most probable rent a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, terms concessions, renewal and purchas options, and tenant improvements (TI).

(Source: The Dictionary of Real Estate Appraisal 6th Edition (2015), the Appraisal Institute)

AMERICANS WITH DISABILITY ACT

Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that could restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

ESTIMATED MARKETING TIME

A reasonable marketing time for the subject property would be six to eighteen months. This estimate is based upon a continuing analysis of properties that were listed, and ultimately leased in this market area.

ESTIMATED EXPOSURE TIME

The Appraisal Standards Board of The Appraisal Foundation (Authorized by Congress as the Source of Appraisal Standards and Appraiser Qualifications) annually publishes the Uniform Standards of Professional Appraisal Practice (USPAP). Their Statement on Appraisal Standards No. 6 addresses "Reasonable Exposure Time in Market Value Estimates" as follows:

Reasonable exposure time is one of a series of conditions in most market value definitions. Exposure time is always presumed to precede the effective date of the appraisal. Exposure time may be defined as follows:

Similar requirements exist for market rent opinions. The estimated length of time the property interest being analyzed would have been offered on the market prior to the hypothetical valuation found within this report is 12 months.

COMPETENCY

The appraiser has experience analyzing rent potential for properties similar to the subject. No further actions are required to assure competency.

PERSONAL PROPERTY

The client has requested an opinion of market rent of real property only. No consideration has been given to personal property.

ENVIRONMENTAL CONDITIONS:

The appraiser is not aware of any environmental conditions that would adversely affect the value or proposed use of the subject property; however, the appraiser is not an environmental expert. During a routine inspection of the subject site, the appraiser did not notice any environmental contaminants on the surface of the subject site.

The indications and opinions of value stated within this report are made based on the extraordinary assumption that no environmental issues related to the subject property exist. An extraordinary assumption is defined as:

an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis.

An extraordinary assumption may be used in an assignment only if:

It is required to properly develop credible opinions or conclusions;

The appraiser has a reasonable basis for the extraordinary assumption;

Use of the extraordinary assumption results in a credible analysis; and

The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions."

Taken from <u>The Dictionary of Real Estate Appraisal</u>, 6th Edition, published by the Appraisal Institute (2015).

SCOPE OF WORK:

The scope of work is to complete a market rent analysis/report, which is agreed by the appraiser and the client/intended user of this report. This report discloses and warns the appraiser's opinions and conclusions set forth in this report cannot be understood properly without additional information in the appraiser's work file. The work will be completed through the following steps:

Physical inspection of the subject site and the surrounding neighborhood;

Collection of factual information relative to the subject property and its surrounding neighborhood;

Collection of market data relative to competitive rent properties;

Analysis of the market data to provide a range of market rent potential for the subject property, and determination whether the rate provided in the Letter of Intent is indicative of market rent, and

Preparation of a narrative report, laying out the conclusions and the reasoning upon which they were based.

SUBJECT DATA:

PROPERTY ADDRESS AND LEGAL DESCRIPTION:

The subject property is located at 456 Fulton Street, Peoria, IL. It is further identified as Suite 401 and 402, or at a minimum the parts still available for lease. The space is located on the 4th floor of the 4-story building.

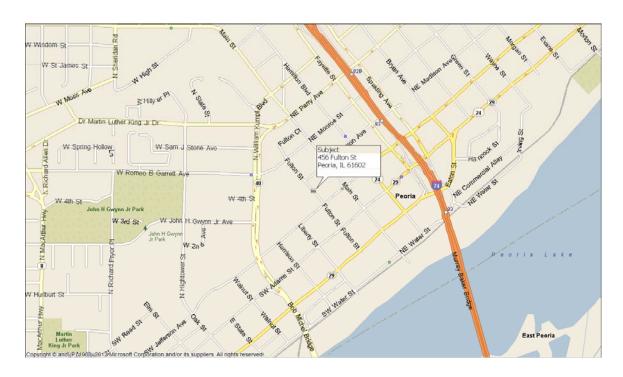
The subject property is comprised of two parcels. A brief legal description of each parcel is provided as follows:

Parcel 18-09-211-015:

Twin Towers Plaza NE 1/4 Sec 9-8-8E Subunit C4B

Parcel 18-09-211-018:

Twin Towers Plaza NE 1/4 Sec 9-8-8E Subunit C4E



LOCATION MAP FOR 456 FULTON STREET, PEORIA, IL.

PARCEL NUMBER, TAX INFORMATION AND SPECIAL ASSESSMENTS:

The subject property is owned by the City of Peoria, and is exempt from taxation. The Peoria County Supervisor of Assessments provides no data related to assessment.

OWNERSHIP:

Public records indicate the present owner is City of Peoria.

HISTORY OF THE SUBJECT PROPERTY

Peoria County records indicate that the building supporting the subject improvements was originally built in 1984. The building is a 4-story commercial property that is connected to two high-rise (27 floors) residential condominium buildings.

The client reportedly has decided to open an office in Central Illinois, since the client has a business relationship with parties encompassing the entire state. The potential location for the office was initially proposed for Peoria or Bloomington. The goal was to procure an office in a Central Business District within one of the cities, in order to be near most of the governmental or financial entities working with the client. There are many less competitive properties available in Bloomington. A search for listings on Loopnet, a common source for commercial real estate data in Central Illinois, revealed limited possible Class A or B office locations in Downtown Bloomington. The appropriate Class A or B properties are shown in the following table:

Property	Area Available	List Rate
121 N. Main Street, Bloomington	3,828 sf	\$19.00/sf/yr
205 N. Main Street, Bloomington	1,300 sf to 20,738 sf	\$12.00 to \$14.00

The commercial listings showed the Bloomington market has more listings available outside the Central Business District. However, these listings were typically listed for \$12.00 to \$14.00 base rent rates. Most of the properties were seeking reimbursement for taxes, insurance and Common Area Maintenance (CAM), in addition to the base rent.

The City of Peoria has more available properties in the Central Business District. The following table of listed Class A or Class B office properties is provided on the following page:

Property	Area Available	List Rate
456 Fulton Street, Peoria	1,200 to 12,226 sf	\$12.00
416 Main Street, Peoria	311 to 61,066 sf	\$12.00 \$15.00
101 SW. Adams, Peoria	3,416 to 20,216 sf	\$15.50 to \$16.75
424 SW Washington Street, Peoria	5,200 sf	\$15.50
316 SW Washington Street, Peoria	2,600 to 7,065 sf	\$18.00
411 Hamilton Blvd., Peoria	343 to 56,724 sf	\$15.50 to \$20.00
60 State Street, Peoria	4,200 sf	\$23.00
211 Fulton, Peoria	1,510 to 31,189 sf	\$16.50

Peoria Class A and Class B office properties outside the Central Business District are generally available for \$12.00 to \$16.00 per square foot, base rent. Many of the properties also seek reimbursement for taxes, insurance, and CAM.

The general conclusion drawn by the clients and their realty service associates is that a minimal listing rate for Class A or B office properties in Central Illinois is \$12.00 per square foot per year, with reimbursements often sought. The reimbursements obviously drive the costs up, and vary from property to property. The clients were advised that Twin Towers Plaza, at 456 Fulton, might have reduced expectations for CAM reimbursement. This fact may be confirmed by myself based on personal knowledge of more than 20 leases in Twin Tower Plaza that include no reimbursement. Based on this observation, as well as the listed rate at Twin Tower Plaza being at the low end of the range, indicated the location had the best opportunity to provide Class A or Class B office space in the Central Business District at the lowest cost. Upon inquiry, the client discovered the availability of the subject property, owned by the City of Peoria.

PROPERTY RIGHTS CONSIDERED:

Leasehold estate property rights are being considered.

SALES DATA:

No sales or sale listings of the subject property related to the 36 month period preceding the date of valuation were discovered or disclosed.

The owner is considering leasing vacant space in the subject property. The available area is 12,113 square feet. The client has drafted a non-binding Letter of Intent expressing interest in leasing 6,000 square feet, with a proposed rental rate of \$9.00 per square foot per year. The space has been vacant for a period believed to exceed 7 years.

NEIGHBORHOOD DATA:

"A neighborhood is a group of complementary land uses; a related grouping of inhabitants, buildings, or business enterprises", as defined by <u>The Appraisal of Real Estate</u>, 15th Edition, published 2020 by The Appraisal Institute.

The same source provides a similar definition for the term district:

A district is defined as a type of neighborhood that is characterized by homogeneous land use.

NEIGHBORHOOD BOUNDARIES AND CHARACTERISTICS:

The property is located in the Central Business District of the City of Peoria, near the former corporate headquarters of Caterpillar, Inc. Around 2015-2016, the company reversed a decision to develop a new headquarters and abruptly relocated to Deerfield, Illinois. This caused a severe downturn in activity in Downtown Peoria, but OSF Health took over the property and is making a large investment in developing their corporate headquarters on the site. The surrounding four block area includes banks, governmental buildings, The Peoria Civic Center, hotels and office buildings. Downtown Peoria was active during weekday business hours, prior to the Covid pandemic. This closed many offices for a long period of time. As things are beginning to return to pre-Covid status, it is unclear how demand for Downtown office space will be affected, long term. Residential occupancy is good in available Downtown Peoria properties, even though there are few retail services within the Central Business District. Urban living is available within the Twin Towers and older buildings that have been rehabilitated. There has also been conversion of older industrial buildings to urban lofts, particularly near the riverfront area.

Peoria is the largest metropolitan area within the Peoria-Pekin Metropolitan Statistical Area, and is located on the western side of the Illinois River. Peoria was formerly known as the headquarters for Caterpillar Inc. In 2016, the company cancelled extensive plans for development of a new corporate headquarters and moved to Deerfield, IL. Another primary economic resource within Peoria is healthcare, which is supplied primarily through OSF, Methodist Medical Center of Illinois, and Proctor Medical Center. The advanced educational needs for the Peoria area are served by Bradley University and Illinois Central College. The Peoria Civic Center is nearby, and provides a tourism agenda for Downtown, in conjunction with the Peoria hotel market.

The development of corporate headquarters continues. Since this will allow the corporation to consolidate office workers from many other separate locations, some leased and some owned, the effect on existing office space in Peoria will likely be negative.

The next table provides general demographic data for Peoria:

US CENSUS DATA:

PEORIA CITY DATA

The City of Peoria is located in the East central portion of the County of Peoria.

Population: 115,000

Government: City Manager, Mayor and Council who serve 4 year terms.

Services: 220 full-time policemen and 195 full-time fire fighters to serve

the community. Water is supplied by Illinois American Water Company; Peoria Sanitary District maintains sanitary sewer

system and sanitary system treatment plant

Median Household Income: \$42,024

Hospitals: UnityPoint Health-Methodist Medical Center, OSF Healthcare-

St. Francis Hospital, and UnityPoint Health-Proctor Hospital. All three have trauma centers, cardiac centers, and intensive care units. St. Francis contains the Children's Hospital of Illinois and

Methodist houses the St. Jude Midwest Affiliate.

Public Use Facilities: The City of Peoria boasts a large public library, with numerous

neighborhood branch facilities, a museum and planetarium, a park district overseeing a zoo, several swimming pools, and ice arena, the Peoria Players theater group and Corn Stock Theater, both housed in park district facilities. There is also an active historic

preservation group.

Transportation: the Greater Peoria Airport Authority serves Peoria, with

commercial flights into and out of the airport daily. The Greater Peoria Mass Transit District serves as basic citywide transportation, with an elderly and disabled transport service available to the public. Interstate 74, as well as several state

highways serve Peoria.

Industry: The potential growth of Peoria is good. Caterpillar Tractor

Company is one of the area's largest employers, with other industries including Archer Daniels Midland and Komatsu Company having facilities in the city. Many other industries are

located in or near the City of Peoria.

Financial Institutions: There are numerous national banks, savings and loans and credit

unions located in Peoria.

Communications:

Communication facilities include a daily local newspaper and a several local radio stations. Peoria television reception is good and TCI Cablevision of Central Illinois offers television reception from nationwide. Peoria has a large public school district with four high schools and thirty-one grade schools. Illinois Central Junior College maintains two campus locations within the city, and Bradley University is located near the downtown area.

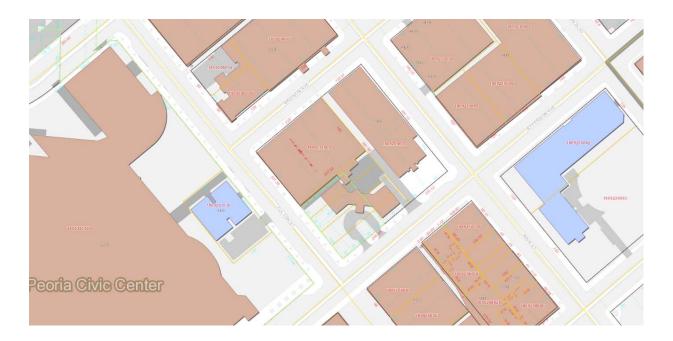
NEIGHBORHOOD ECONOMIC FACTORS:

Due to the age, condition, and location of most of the properties located in the vicinity of the subject, it is the opinion of the appraiser that demand for commercial property such as the subject will be stable with average prospects for growth. The immediate area in the Peoria Central Business District has significantly slowed since March, 2020, when a coronavirus pandemic forced the country to slow to attempt to deal with a viral outbreak. The shutdown has gradually moved toward a recovery, but at time of valuation, the re-opening is just underway. There will likely be a surge in available space when the OSF development is complete and OSF consolidates office area.

SITE DESCRIPTION:

SITE AREA:

The parcel that supports the entire building, including the subject property units within the building, has a site area of 0.94 acres, or 40,946 square feet, according to public records. No survey was provided.



SUBJECT BASE MAP

(Source: Peoria County GIS)

ZONING:

The subject property is zoned B-1; Central Business District, according to the City of Peoria zoning map. The present use is legal and conforming to the existing zoning.

A zoning map is provided on the following page.



ZONING MAP

(Source: Peoria GIS)

UTILITIES:

Electricity, water, natural gas and sewer are available at the subject site.

SITE CHARACTERISTICS:

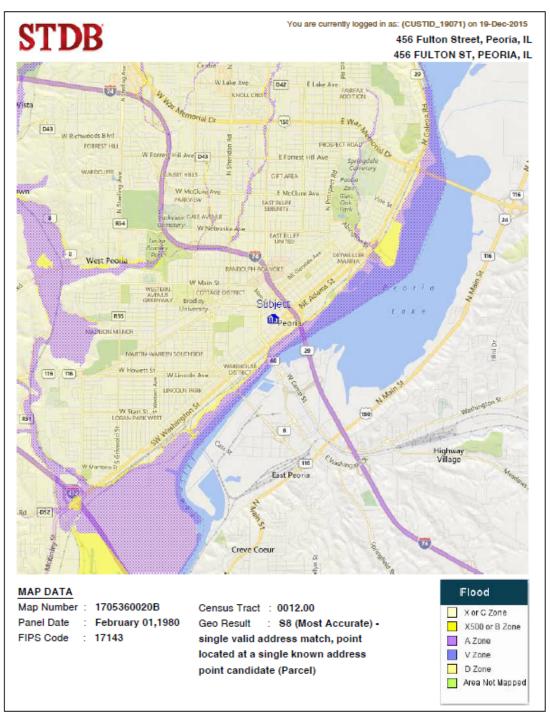
The primary site is irregular in shape. The site is level.

The property is adjacent to the Becker Building. There is a large parking garage under the main level of the buildings providing adequate parking for the subject property and similar spaces in Twin Towers Plaza.

FEMA FLOOD DATA:

The subject property is located in Flood Zone C, according to FEMA Map #1705360020B, dated February 1, 1980.

The flood map for the subject property is on the following page.



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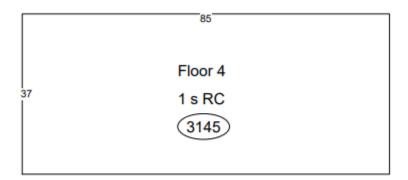
DESCRIPTION OF IMPROVEMENTS:

The subject improvements consist of multiple condominiums supported by a steel precast concrete building originally built in 1984. The subject property is an office condominium on the 4th floor. The total area of Suites 401 and 402 is 16,386 square feet, with 4,273 square feet leased to Tri-County Regional Planning Commission. The vacant area is 12,113 square feet. The client has provided a draft of a non-binding Letter of Intent indicating their desire to lease 6,000 square feet.

The vacant area is largely open office. There is suspended acoustic ceiling tile, fluorescent lighting, and commercial carpet in place throughout. The end furthest from the entrance to the vacant space has several rooms that have been developed. These could be used for file rooms, conference rooms or private executive offices as observed.

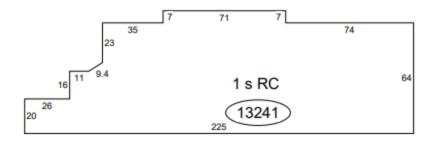
The space does not have private restroom facilities. Each floor of the Twin Towers has a restroom serving the entire floor. Heat and cooling are provided through a series of zoned furnaces and air conditioning units. Electrical rooms are outside the space.

No detail was provided related to the most likely area for client occupancy. Discussion with a representative of the City of Peoria indicated the owner would discuss lease of any space available to the client.



ASSESSOR'S SKETCH OF PARCEL 18-09-211-015 IMPROVEMENT

(Source: Peoria County Supervisor of Assessments)



ASSESSOR'S SKETCH OF PARCEL 18-09-211-018 IMPROVEMENT

(Source: Peoria County Supervisor of Assessments)



AERIAL VIEW OF BUILDING SUPPORTING SUBJECT PROPERTY

(Source: Peoria County GIS)

HIGHEST AND BEST USE:

Highest and best use refers to the appraisal principle that states that real property should be placed into the use which would provide maximum valuation. This also includes determination of the site usage as if vacant and capable of being developed into the use that provides the highest value to the land. When alternative uses exist for an improved site that exceeds the value of the presently-improved site, the appraiser must decide whether demolition and re-development costs justify the removal of the improvements. The four criteria that must be met in consideration of highest and best use are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Highest and best use as though vacant: Legal permissibility test

The subject is zoned B-1; Central Business District. This is a commercial classification that allows retail or office development. Among the improvements that are legally permissible are retail and office facilities.

Highest and best use as though vacant: Physical possibility test

There are no changes necessary to develop the subject site to highest and best use. Any office development would be possible with the only limitation the size of the lot. The subject shows no evidence of physical limitation related to shape, topography, drainage, or lack of necessary services.

Highest and best use as though vacant: Financial feasibility test

The neighborhood section of this report has provided information relative to the subject neighborhood indicating that the subject site has similarly improved properties in the neighborhood. Office usage appears to be financially feasible.

Highest and best use as though vacant: Maximum productivity test

The subject site is 0.94 acres in size, with evidence noted in the site valuation section of this report indicating sites of similar size are common in the subject neighborhood. This would imply that the subject site, if vacant, is capable of office usage. Analysis of land sales of similar size indicates that retail usage provides the highest productivity for this site. Therefore, the highest and best use for the subject as vacant is as a site capable of supporting office usage.

The test as described indicates that office use is the highest and best use for the site as vacant. Nearby sites with similar visibility and access already provide office usage. The location is favorable for office facilities, based on proximity to similar development and location on the second and third floors.

Description of the ideal improvement:

The subject site is 0.94 acres and presents no physical limitation to improvement other than surface and height issues pertinent to legal considerations. The current improvements provide good usage for the site. There is no evidence that more dense development adds value beyond the cost of the development. The valuation section will show that the present improvements provide value beyond that of the vacant site and therefore represent a good example of highest and best use as they exist at time of valuation. Therefore, it appears that the present use, as improved, provides a good example of highest and best use for the subject site. The ideal improvement would be new.

MARKET RENT ANALYSIS:

The intended use of this report is to provide an opinion of market rent of the subject property, described as Suites 401 and 402, 456 Fulton Street, Peoria, IL. The total area of the property is 16,386 square feet, with 12,113 square feet currently vacant. The client has provided a draft of a non-binding Letter of Intent between themselves and the owner, the City of Peoria, indicating their interest in leasing 6,000 square feet of the available space. The Letter of Intent provides the terms of a prospective lease, including a rental rate of \$9.00 per square foot per year. The State of Illinois requires that any lease agreement related to an investment fund must ensure that a lease with a "party in interest", such as the City of Peoria, is not for greater than or less than adequate consideration. In simpler language, this means that the agreement must represent market activity, with no advantage to either party. The client will use the report to assist with determination of market rent for a tenant space in Peoria, IL.

The draft of the non-binding Letter of Intent providing the terms and conditions requisite to the potential lease is provided on the following pages:

IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION



LETTER OF INTENT TO LEASE COMMERCIAL/MULTI-FAMILY REAL ESTATE



2	Date: TENANT:	Illinois Poli	ce officers	s Pension In	vestment Fund	LANDLORD:	Ci	ty of Peor	·ia	
4										
5	Tenant's Broke	er: Amber	Neal/ J	im Maloof	Realtor	Landlord's Brok	cer:	NON CMLS	3	
	☐ Individual ☐ Trust				Partnership	☐ Individual ☐ Trust	Corporation Other		J Partn	ership
					-	-	n binding provisions ") commonly know			Landlord
10	456 Ful	ton Street	~ Suite	401 and	102		Peoria		IL	61602
12 13 14	Upon execution	he party subm on by Tenant	itting this I and Landl	LOI may wit	NON-BINDIN	in writing, at any G PROVISIONS ing numbered pa	time prior to the ot ragraphs (collectiv	ely, the "Nor	ecution.	ıg
16 17 18 19	Non-Binding on the part of Binding Provide the Lease is no	Provisions are Tenant or La sions until a l ot prepared, a	e not inten indlord; ar lease ("Lea iuthorized	ded to cons nd neither T ase") is pre , executed a	titute a complet enant nor Lan pared, authoriz nd delivered fo	e statement of, or dlord shall have a ed, executed, and r any reason, no	r a legally binding any liability to the I delivered-by and party to this Lette inding Provisions.	or enforceab other with re between then	le obliga espect to n. If	the Non-
21 22	1. Basic	Transaction.					h in the Lease to be remises from Land	-		
23	2. Propos	sed Lease Exe	cution. If t	the Lease is	entered into bety	ween Tenant and I	andlord the parties	intend that th	e	
24 25				transaction ion Date").	would be consur	nmated on or befo	ore			
26 27	3. Initial	Drafting.	The initia {CHECK		Lease shall be	prepared by the at	tomey for the T	enant / 🗹 Lar	ndlord	
28 29 30	4. <u>Lease</u> .		commerc	ial real estat	e leases in the co		litions of those typic for real property of rovisions:			
31 32	A.			consist of a rt of a larger		square feet	of space. The Pren	nises 🗹 is / 🗆	l is not	
33	B.	Tenant's	use of the P	Premises sha	ll be for	Oper	ational Offices	3		
34	C.	The Lease	e would be	for a term of	f5 ☑ y	ears / 🗖 months	{CHECK ONE} ar	nd possession	will be	
35		given on								
36	D.	The initia	l rent would	d be at a rate	of\$	9.00	per Square	Foot		
37		and rent v	vould first b	be paid on _						
38	E.	Tenant w	ould receive	e2	renewal op	tions for a term of	f5yea	ars each, at a		
39		lease rate	of2%	increase	per year					
40										
	Page 1 of 4		Tenant	's Initials			Page 1 of 4		Landlo	rd's Initials
		PEORI	A AREA ASSOC	CIATION OF REAL	TORS*/PEORIA COUN	TY BAR ASSOCIATION	COPYRIGHT 2005 (10/16)	FORM NO. 5002		

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LETTER OF INTENT TO LEASE COMMERCIAL/MULTI-FAMILY REAL ESTATE



41	F.	Tenant would provide a sec	urity deposit of \$ _		6,685.50	
42	G.				ne provided by N/A - due to sta	te affiliation .
43	H.	Landlord would pay:	xes 🔲 Insurance	Other		
44					Insurance for possessio	ns and loss of use .
45	I.	Landlord would pay: DE	ectric 🛘 Gas 🗸	Water @	Sewer Other	
46		Tenant would pay: ■ E	ectric 🗹 Gas 🗆	Water [Sewer Other	
47	J.	Common Area Maintenanc	e expenses ("CAM") would be	paid by Tenant / Landlor	d {CHECK ONE}.
48		If Tenant pays CAM it is ex	pected that the initi	al CAM pe	would be	_
49		and the CAM would include	e but not be limited	to		
50		N/A				
51						
52	K.	Leasehold Improvements to	the Premises would	d be made b	y 🗖 Tenant / 🗹 Landlord {CH	IECK ONE},
53 54		the cost of which would no "Schedule of Leasehold Im		6000	and are described on the at	tached
55 56	L.				ndlord {CHECK ONE} expens s, then Buyer Brokerage shall be	
57			3% No	on CMLS 1	isting	
58	M.	Other: Subject to independent lease	value appraisal by	Paul Knight	a state certified appraiser. App	raisal to be at landlord
59		expense, not to exceed \$200 tenant's choice. Landlord n	.00 .Tenant finalizi	ng a scope of thhold appro	of work for space adaptation to be wal. Tenant to receive first righ	completed by company of t of refusal on purchase
60		ft. Tenant shall have the e	clusive discretion i	n consultat:	by independent appraisal, price n on with space planner to determin . Space planning fees for build o	e the total square
61			BINDING	PROVISI	ONS	
63 t 64 l	will constitute th	e legally binding and enfor ties in pursuing this propos	eable agreement o	f Tenant a	ered paragraphs (collectively, t nd Landlord (in recognition of consideration of their mutual t	the significant costs to be
66 67 68	A. <u>Reasonal</u>		for approval, exec	-	h and use their reasonable efforts elivery on or before the terminat	•
69 70 71 72 73 74	B. Confiden	retain any docur party or on its b so obtained befo	nents, work papers a chalf from such other re or after the execu- forts to have any inf	and other m or party as a ution hereof	a party promptly will deliver to the aterial (and any reproductions the result of this proposal or in conf and will not use any information to obtained kept confidential and	ereof) obtained by each nection therewith, whether n so obtained and will use
	Page 2 of 4	Tenant's Initia	s		Page 2 of 4	Landlord's Initials

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76 77 78 79 80 81	C.	Exclusive Dealings.	Until the Lease has been duly executed and delivered b Provisions have been terminated pursuant to Paragraph will not enter into any negotiations, discussions, agreen Premises to any other person or entity; and (ii) Tenant vagreements or understandings for the purpose of leasing The foregoing does not preclude the Premises remaining	F below, whichever occurs soo nents or understandings for the will not enter into any negotiation g any real property other than the	ner; (i) Landlord purpose leasing the ons, discussions,
82 83	D.	Broker.	It is acknowledged by the parties that the brokers or sal transaction by acting as agent for the parties during their		ve participated in the
84 85 86	E.	<u>Costs</u> .	Tenant and Landlord will each be responsible for and b including without limitation expenses of their legal cou at any time in connection with this LOI.		
87 88	F.	Termination.	The Binding Provisions of this LOI may be terminated: Tenant and Landlord; or (ii) upon written notice by any		
89 90 91 92 93			executed by all parties by that the termination of the Binding Provisions shall not the Binding Provisions prior to the termination. Upon that the shall have no further obligations hereunder, except as stany such termination.	ermination of the Binding Prov	r breach of any of isions, the parties
94	G.	Notice of Confirmati	on of Consent to Dual Agency. The undersigned confir	m that they have previously	
95 96 97				") acting as a Dual Agent in pro	
98			Please initial Tenant Tenant _	Landlord	Landlord
99	H.	Authority.	Tenant and Landlord each warrant to the other that it has	s the power and authority to ex	ecute this LOI.
01 02	basis o status,	f race, color, religion, unfavorable discharge	tree it is illegal for either of the parties to refuse to displanational origin, sex, ancestry, age, marital status, physica from military service, sexual orientation, or any other cleto comply with all applicable federal, state and local fair	or mental handicap, familial s ass protected by Article 3 of the	tatus, military
05	PEORI.	A AREA ASSOCIATION	IIS LOI HAS BEEN PREPARED AND APPROVED AS OF OC OF REALTORS® AND THE PEORIA COUNTY BAR ASSOCIA ND CONDITIONS IN THIS LOI SHOULD BE ACCEPTED B	ITION. APPROVAL DOES NOT C	CONSTITUTE AN
	Pag	e 3 of 4	Tenant's Initials	Page 3 of 4	Landlord's Initials

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LETTER OF INTENT TO LEASE COMMERCIAL/MULTI-FAMILY REAL ESTATE



	TENANT	LANDLORD	
Tenant's Signature		Landlord's Signature	
	- as authorized agent of IPOPIF	City of Peoria - An Illinois	municipality
Printed Name		Printed Name	
		419 Fulton Street	
Street Address		Street Address	
		Peoria	IL 61602
ity, State and Zip		City, State and Zip	
elephone #		Telephone #	
ax#		Fax #	
E-Mail		E-Mail	
Tenant's Signature		Landlord's Signature	
		P. L. IN	
rinted Name		Printed Name	
treet Address		Street Address	
City, State and Zip		City, State and Zip	
'elephone#		Telephone #	
ax#		Fax #	
-Mail		E-Mail	
R	ichard J Reimer, Esq		
Tenant's Attorney		Landlord's Attorney	
	1 Road ~ Suite 310, Hinsdale, IL 60521		
Address		Address	
	630-654-9547		
Telephone #		Telephone #	
	630-654-9676		
Fax #		Fax #	
	simer@rdlaborlawpc.com		
E-Mail		E-Mail	
	Neal/ Jim Maloof Realtor	NON CMLS	
Broker/Agent		Listing Broker/Agent	
803 W. Pioneer	Parkway - Peoria, IL 61615		
Address		Address	
	309-696-9310		
Γelephone #		Telephone #	
Car #		East #	
Fax #		Fax #	
	neal@maloofrealty.com	E M-3	
E-Mail		E-Mail	
Page 4 of 4	Tenant's Initials	Page 4 of 4	Landlord's Initi

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SUMMARY OF TERMS AND EXPENSES RELATED TO LETTER OF INTENT:

The Letter of Intent includes and addresses the following issues:

- 1) The Letter indicates the client's desire is to occupy 6,000 square feet of the available space (12,113 square feet).
- 2) The initial term of the lease is proposed as 5 years.
- 3) The client has requested two options to renew the lease at the end of the initial term. Each option provides an additional 5 years of occupancy.
- 4) The initial rent is proposed as \$9.00 per square foot per year. If the options are exercised, the tenant will pay an additional 10% over the previous term.
- 5) The tenant would provide a security deposit of \$6,685.50 for the lease.
- 6) The tenant would maintain responsibilities for gas and electric, with ownership providing taxes, water and sewer, and common area maintenance.
- 7) The owner would provide \$6,000 in tenant improvement expenses.

A discussion of each issue is considered.

Area: The client is proposing to rent 6,000 square feet of vacant space, which is approximately 73% of current vacancy. There is no specification as to any division, and it is clear from discussions with a representative that the ownership is open to any mutually-agreeable area of configuration. It is not clear whether access to the remaining vacancy is possible, allowing the owner to continue to seek occupancy for the full space. Although ownership of the individual condominium units is widely varied, with little open information available, it is believed that the client would hold leasehold rights to one of the largest areas in the building.

Term: The client has sought an initial term of 5 years. In the Greater Peoria office market, most leases range from 3 to 10 years in term. The lease length provided by the Letter of Intent fits into this expectation, and would not tend to have a significant effect on lease negotiations.

Options: The request for an additional potential 10 years of occupancy, along with the escalations proposed in the Letter of Intent, are not atypical for Greater Peoria. Options might be seen as a risk to ownership, since the tenant has rights to extend leasehold rights without making commitments. However, based on the proposed escalations, the owner would be limiting risks to future lost income. The escalations reflect typical recent inflationary factors, based on an extended period of low inflation.

Rental Rate: Based on the planned rate of \$9.00 per square foot per year and the anticipated space of 6,000 square feet, the client is proposing an annual expense of \$54,000. Based on an extended period of vacancy in the space, this would be attractive to the owner.

Security Deposit: The payment of a security deposit provides a neutral factor in potential costs and negotiations. In Greater Peoria, strong tenants are not always expected to supply a deposit.

Under most circumstances, ownership is required to maintain the deposit in an escrow account not providing interest to the landlord. The client's payment of a security deposit is not seen as a large burden to occupancy and will not be considered a tenant expense.

Occupancy costs: The client's Letter of Intent indicates the willingness to accept responsibility for electric and gas costs. The ownership retains responsibility for property taxes, water and sewer, and common area maintenance. This form of occupancy is modified gross. In Greater Peoria, it usually indicates the tenant is responsible for base rent and utilities. Within the building supporting the condominiums known as Twin Towers Plaza, modified gross represents the typical agreement. There are no known leases at Twin Tower Plaza providing any payments beyond base rent and utility expense only.

TI contributions: The client has requested an owner contribution of \$6,000 to assist with modifications associated with occupancy. Based on space area (6,000 square feet), the request is equivalent to \$1.00 per square foot. Similar requests are common in other commercial leases in Peoria, with some allowances reflecting \$15.00 per square foot or higher. This request would not be seen as large enough to require the owner to seek elevated rental rates to offset the initial costs.

CONCLUSIONS FROM THE ISSUES RELATED TO THE LETTER OF INTENT:

Related to potential objections to the Letter of Intent, there have been no issues that would seem to be detrimental to ownership. The total cost of the lease to the client during the first 5 years of occupancy is \$54,000 per year.

Total expenses associated with occupancy during the initial 5-year term is \$270,000.

The following section of this report will provide data related to comparable properties with known expense data.

COMPETITIVE DATA FOR SUITES 401-402, 456 FULTON STREET, PEORIA, IL

The potential costs to the client during the first 5 years have been shown as \$9.00/sf/year. The underlying purpose of this analysis is to ensure that the client, an investment fund, is not entering a lease with a "party of interest", such as the City of Peoria, which provides for greater than or less than adequate consideration. This involves comparing the cost of the underlying lease proposed by the client to other known lease data, initially to establish a range of costs, and then confirming the client's proposed costs fall into the range.

The following data is provided to indicate known existing or historic lease information.

Current Competitive Properties:

A search of Loopnet, which is a media source used by most commercial realtors in Greater Peoria, revealed a current listing at 456 Fulton Street, Peoria, IL. The listing was placed by JPG Realty, which is owned by Jeffery P. Graves. Mr. Graves owns several retail and office condominiums in Twin Tower Plaza. The listing indicates that 1st Floor space is available, for a negotiable rate. The first floor of Twin Towers Plaza is mostly retail, and some areas are very small. Some of the space is in an open atrium that serves as a central court, with no space division. Since these spaces are retail in use, there is no useful comparison to be made to the subject property.

The advertisement also indicates that 1,200 square feet to 12,226 square feet are available, with an asking rental rate of \$12.00. The larger area listed as available is not believed to be contiguous. The terms provided are modified gross, with the tenant responsible for utilities. The leases do not include tenant reimbursements for taxes, insurance, or Common Area Maintenance (CAM).

Known Available Lease Data:

There are many small retail and office spaces in Twin Towers Plaza that are not considered comparable to the subject property, based on size and use. The client's desire to lease 6,000 square feet would place the space as one of the largest known areas under single lease. In most, but not all, property markets, larger spaces would be expected to lease for lower rental rates. The following properties represent the largest office spaces with known lease rates in Twin Towers Plaza:

Suite 350: This lease is related to 4,370 square feet of office space leased by Alliance Benefit Group. The owner is Small, Parker, and Blossom, LLC. The tenant has been in occupancy for a period of time exceeding 15 years. No information was known about initial lease terms, but the tenant was paying \$12.00 per square foot per year with modified gross terms in 2020. This is believed to remain stable at time of report. The modified gross terms indicate the tenant is responsible for base rent and utilities. The tenant owns a second unit in Twin Towers Plaza. The cumulative area occupied by Alliance Benefits Group is 12,233 square feet.

Suite 186: The occupant of this 4,782 square foot space is Creve Coeur Club, a Downtown business luncheon facility that has been in occupancy for over 15 years. The owner of the space is an entity owned by Jeffery P. Graves. No data is available related to initial terms of the lease, but the current terms include a rental rate of \$12.00 per square foot per year with modified gross terms. The tenant is responsible for base rent and utilities. The rental rate is known to have been constant for the last 5 years, minimum. Mr. Graves also typically rents under 1-year leases, with many tenants with long-term occupancy under month-to-month terms. He has stated his intent to maintain flexibility in the event that a large tenant seeking space in Downtown Peoria were to appear. This would also allow the owner to increase rent easily, in the event market rent in the Central Business District were rising. The fact that the \$12.00 rate has not been increased for several years, and the lack of movement by tenants with ability to relocate to more competitive locations indicates the lack of available opportunity for comparable space at a lower rate.

Suite 401: This space is part of the subject property, and is leased to Tri-County Regional Planning Commission. The owner is the City of Peoria. The lease is believed to be in place since 2014. The area leased is 4,273 square feet, and is leased at a rate of \$8.28 per square foot per year, with modified gross terms. This information was provided by the Director of the Commission. Although the current term of the lease was not provided, the Director stated that the rate had remained nearly, if not fully, constant throughout the period of occupancy. The lease may not be arms-length, based on the relationship of the parties to the lease. It is not known whether a similar analysis was necessary in 2014, since discovery of the exact relationship of the parties was not part of the Scope of Work of this assignment. The analysis is based on the extraordinary assumption that the lease terms are indicative of market activity, and have bearing on the stated purpose of this assignment, i.e., determination of an appropriate range of market rent for the subject property, and more particularly, confirm the rate provided by a current draft Letter of Intent provided by the client falls within this range. An extraordinary assumption is defined as:

an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis.

An extraordinary assumption may be used in an assignment only if:

It is required to properly develop credible opinions or conclusions; The appraiser has a reasonable basis for the extraordinary assumption; Use of the extraordinary assumption results in a credible analysis; and The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions."

Taken from <u>The Dictionary of Real Estate Appraisal</u>, 6th Edition, published by the Appraisal Institute (2015).

A summary of the data and related costs is provided in the following table:

Property	Area (sf)	Rental Rate(\$/sf/yr	<u> Reimburseme</u>	nt Total Cost
Various listings	1,200-12,226	\$12.00	0.00	\$12.00
Suite 350	4,370	12.00	0.00	12.00
Suite 186	4,782	12.00	0.00	12.00
Suite 401	4,273	8.28	0.00	8.28
Subject per LOI	6,000	9.00	0.00	9.00

The mean unadjusted rate and total cost for the comparable properties is \$11.07 per square foot per year. The standard deviation is \$1.86 per square foot per year. The cost implied by the client's draft Letter of Intent is \$2.07 per square foot per year below the mean, slightly more than the standard deviation, providing statistical support for the relationship of the terms provided by the draft of the Letter of Intent and market data.

FINAL CONCLUSIONS IN MARKET RENT ANALYSIS:

The intended use of this report is to provide an opinion of the range of market rents of the subject property, described as Suites 401 and 402, 456 Fulton Street, Peoria, IL. The underlying purpose is to confirm the client's Letter of Intent draft, which provides an offer to lease the space for a base rent of \$9.00 per square foot per year, results in market rent, with no benefit to either party of the lease.

The preceding sections of this report have provided an analysis of total cost to the client under the terms proposed by the Letter of Intent draft, and presentation of data related to known information about existing and potential rental rates.

The table above provided information related to comparable data from the building, indicating the mean cost to potential and existing tenants is \$11.07 per square foot. In order to determine a potential appropriate range of costs, which would fulfill the purpose of the assignment, it appears to be useful to consider the statistical data related to standard deviation, which has been indicated as \$1.86 per square foot per year. An explanation of the significance of this data is provided below.

Standard Deviation is defined as:

The square root of the variance. The sample standard deviation is the square root of the sample variance and the population standard deviation is the square root of the population variance, i.e., the square root of the sum of the squared deviations from the mean divided by either the population size or by the sample size minus 1.

(Source: The Dictionary of Real Estate Appraisal 6th Edition, (2015), The Appraisal Institute)

For less mathematic readers, the significance of the standard deviation is clarified through description of the following rule, as provided by Wikipedia:

In statistics, the **68–95–99.7 rule**, also known as the **empirical rule**, is a shorthand used to remember the percentage of values that lie within an interval estimate in a normal distribution: 68%, 95%, and 99.7% of the values lie within one, two, and three standard deviations of the mean, respectively.

(Source: Wikipedia)

By utilizing the mean rate provided by the sample data, the appropriate range of potential costs to the client may be determined, as well as providing a level of certainty to the analysis. This is provided in the following table:

# Std. Deviations	Mean Value	Std. Deviation	Implied Range	Implied Certainty
1	\$11.07	\$1.86	\$12.93-9.21	68%
2	11.07	1.86	14.79-7.35	95%
3	11.07	1.86	16.65-5.49	99.7%

In reconciling the statistical model with the data, the appropriate range never exceeds \$12.00 per square foot, including the current listings. Based on current market activity in Downtown Peoria, the current listing data appears to provide the maximal end of the range.

The minimal end of the range is considered from the data related to the statistical table. The lowest cost in the sample is \$8.28 per square foot. The lowest potential replacement has a cost of \$8.28 per square foot per year, which is rounded to \$8.25. Since the proposed rate for the subject property falls within the range of rates, and since it is between 1 and 2 standard deviations from the mean, the certainty that the proposed lease rate is appropriate for the field is between 68% and 95%.

Based on adjustment of the statistical data with the actual known market data, the conclusion is drawn that the appropriate range for potential cost to the client is between \$8.25 per square foot

per year and \$12.00 per square foot, with between 68% and 95% certainty These values compare well the subject data, which is \$9.00/sf/year, respectively. A summary of these range conclusions is provided in the following table:

Appropriate Range of Costs:

\$8.25/sf/yr to \$12.00/sf/yr

FINAL CONCLUSIONS:

The preceding section of the report has estimated the appropriate range of rates implied by the market data, and the client's Letter of Intent draft has provided a base rental rate of \$9.00. The rate within the Letter of Intent falls well within the range provided by market data. Based on these observations, a conclusion is drawn that the Letter of Intent draft provides rate and terms that are well within market expectations, with no significant advantage to the potential tenant or the landlord.

Respectfully submitted,

Vane N. Kysit

Paul K. Knight, MAI

Certified General Real Estate Appraiser

License # 553.001741 Expires: 09/30/2021

ADDENDA

LETTER OF ENGAGEMENT AND QUALIFICATIONS OF APPRAISER

PRO-VAL TECH Professional Valuation Technology, LLC

Paul K. Knight, MAI
Real Estate Appraisal and Consultation
116 Scenic Bluff Drive
East Peoria, IL 6161
309-339-0483
pkknight@comcast.net
FEIN 26-1616291

June 16, 2021

Illinois Police Officers Pension Investment Fund Mr. Richard J. Reimer, Esq. Reimer, Dobrovolny & LaBardi PC 15 Spinning Wheel Road Hinsdale, IL 60521

RE: Market Rent Analysis for Suite 401 and 402, 456 Fulton Street, Peoria, IL 61602.

Mr. Reimer:

Thank you for inquiring regarding your need for a market rent analysis for the above-referenced property.

Based on our discussion, I propose to provide you with an independent written report providing an objective opinion of market rent based on the following definition of market rent, or any alternative appropriate definition provided by yourself:

"The most probable rent a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, terms concessions, renewal and purchase options, and tenant improvements (TI).

(Source: The Dictionary of Real Estate Appraisal. 6th Edition (2015), the Appraisal Institute)

The report will include the following Scope of Work:

The scope of work is to complete a market rent report, which is agreed by the appraiser and the client/intended user of this appraisal report. This appraisal report discloses and warns the appraiser's opinions and conclusions set forth in this report cannot be understood properly

without additional information in the appraiser's work file. The work will be completed through the following steps:

Physical inspection of the subject site and the surrounding neighborhood;

Collection of factual information relative to the subject property and its surrounding neighborhood;

Collection of market data relative to market rental income potential at a property identified as Suite 401 and 402, 456 Fulton Street, Peoria, IL;

Preparation of a narrative report, laying out the conclusions and the reasoning upon which they were based.

The client for the report is Illinois Police Officers Pension Investment Fund, unless alternative directions are specified prior to commencement of the assignment. The purpose of the appraisal will be to provide the client with an objective opinion of market rent of the real property as described within the Letter of Intent provided by Mr. Richard J. Reimer, Esquire, who represents the client in this request, and presented as part of this document.

My fee for the report will be \$2,000. The report will be provided by June 30, 2021 assuming engagement occurs within two days, or June 18, 2021. The delivery is also based on assumption that access to the property is provided to the appraiser in a reasonable time commensurate with the date of delivery. The report will be delivered electronically.

Please advise as to acceptance of this proposal, or provide additional input for consideration, if you deem necessary. Upon acceptance and provision of contact, I would next schedule my visit to the subject properties.

Thank you for providing the opportunity to serve your needs.

Sincerely,

Paul K. Knight, MAI

Paul N. Kyes

Certified General Real Estate Appraiser

License Number 553.001741

Expires: 09/30/2021

ACCEPTED:		
	Date:	

IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION



LETTER OF INTENT TO LEASE COMMERCIAL/MULTI-FAMILY REAL ESTATE



1 2	Date:				
3	TENANT:	Illinois Police officers Pension Investment	LANDLORD:	City of Pe	eoria
	Tenant's Brok	Amber Neal/ Jim Maloof Realt	or Landlord's Brok	cer: NON C	MLS
	☐ Individual ☐ Trust	Corporation LLC Partn	nership Individual Trust	Corporation LLC	☐ Partnership
		intent ("LOI") sets forth certain non-binding t the possible leasing of commercial/multi-fam	_	- 1	
10	456 Ful	ton Street ~ Suite 401 and 402		Peoria	IL 61602
		remain open for execution by the other party the party submitting this LOI may withdraw th			21, provided execution.
15 16 17 18 19	Provisions") on Non-Binding on the part of Binding Provi the Lease is n	on by Tenant and Landlord of this LOI, the reflect only the general understanding of the Provisions are not intended to constitute a Tenant or Landlord; and neither Tenant n sions until a lease ("Lease") is prepared, a or prepared, authorized, executed and delive ty to this Letter based upon, arising from, or	ne matters described in the complete statement of, or nor Landlord shall have a authorized, executed, and wered for any reason, no	nem, and each party acknow r a legally binding or enforce any liability to the other with I delivered-by and between t party to this Letter shall hav	ledges that the eable obligation h respect to the Non- hem. If
21 22	1. Basic	Transaction. On the terms and subject to the and entered into by the parties			I
23	2. Propos	ed Lease Execution. If the Lease is entered in	into between Tenant and I	andlord the parties intend tha	t the
24 25		proposed transaction would be ("Execution Date").	e consummated on or befo	ore	
26 27	3. <u>Initial</u>	<u>Drafting.</u> The initial draft of the Lease s {CHECK ONE}.	shall be prepared by the att	torney for the Tenant / 🗹	Landlord
28 29 30	4. Lease.	The Lease would contain the commercial real estate leases including, but not limited to, t	in the central Illinois area	for real property of a similar	
31 32	A	The Premises would consist of approxima {CHECK ONE} part of a larger building		of space. The Premises II is	/ ☐ is not
33	В.	Tenant's use of the Premises shall be for	Opera	ational Offices	
34	C.	The Lease would be for a term of5	years / 🗆 months	{CHECK ONE} and possessi	ion will be
35		given on			
36	D	The initial rent would be at a rate of \$	9.00	per Square Foot	_
37		and rent would first be paid on			
38	E.	Tenant would receive 2 ren	newal options for a term of	5 years each, at	a
39		lease rate of 2% increase per ye	ear		
40					
	Page 1 of 4	Tenant's Initials		Page 1 of 4	Landlord's Initials

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LETTER OF INTENT TO LEASE COMMERCIAL/MULTI-FAMILY REAL ESTATE



41	F.	Tenant would provide a security deposit of \$
42	G.	Personal guaranty(s) of Tenant's Lease obligations would be provided by N/A - due to state affiliation .
43	H.	Landlord would pay: ☑ Taxes ☐ Insurance ☐ Other .
44		Tenant would pay: ☐ Taxes ☐ Insurance ☑ Other Insurance for possessions and loss of use .
45	I.	Landlord would pay: ☐ Electric ☐ Gas ☑ Water ☑ Sewer ☐ Other
46		Tenant would pay: ☑ Electric ☑ Gas ☐ Water ☐ Sewer ☐ Other .
47	J.	Common Area Maintenance expenses ("CAM") would be paid by ☑ Tenant / ☐ Landlord {CHECK ONE}.
48		If Tenant pays CAM it is expected that the initial CAM perwould be
49		and the CAM would include but not be limited to
50		Common area maintenance to be capped at .75 per square foot per year.
51		
52	K.	Leasehold Improvements to the Premises would be made by Tenant / Landlord {CHECK ONE},
53		the cost of which would not exceed and are described on the attached
54		"Schedule of Leasehold Improvements".
55 56	L.	The real estate commission would be at \(\subseteq \text{Tenant / } \subseteq \text{Landlord {CHECK ONE}} \) expense. If the subject property is not currently listed in the MLS / CMLS, then Buyer Brokerage shall be paid by
57		
58	M.	Other:
59		Tenant to required to file a scope of work for any improvements required to build out the space for the tenant's long term use. Landlord not to unreasonably withhold
60		approval. If property to be offered for sale during the lease term, tenant to receive first right of refusal for purchase.Purchase price to be decided by independent. commercial appraisal at the time of initial offering.
		commercial appraisal at the time of initial offering.
61		BINDING PROVISIONS
		by Tenant and Landlord of this Letter, the following lettered paragraphs (collectively, the "Binding Provisions")
		e legally binding and enforceable agreement of Tenant and Landlord (in recognition of the significant costs to be ties in pursuing this proposed transaction and further in consideration of their mutual undertakings as to the
	atters describe	
66 67	A. Reasonab	<u>sle Efforts.</u> Tenant and Landlord will negotiate in good faith and use their reasonable efforts to arrive at a mutually acceptable Lease for approval, execution, and delivery on or before the termination date set forth in
68		paragraph F (ii) hereof.
69 70	B. Confident	tiality. In the event of termination of negotiations, each party promptly will deliver to the other party and will not retain any documents, work papers and other material (and any reproductions thereof) obtained by each
71		party or on its behalf from such other party as a result of this proposal or in connection therewith, whether
72		so obtained before or after the execution hereof, and will not use any information so obtained and will use
73 74		its reasonable efforts to have any information so obtained kept confidential and not used in any ways detrimental to such other party.
, -		deditional to such other party.
75		
	Page 2 of 4	Tenant's Initials Page 2 of 4 Landlord's Initials
		•

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LETTER OF INTENT TO LEASE COMMERCIAL/MULTI-FAMILY REAL ESTATE



76 77 78 79 80 81	C.	Exclusive Dealings.	Until the Lease has been duly executed and delivered by all Provisions have been terminated pursuant to Paragraph F b will not enter into any negotiations, discussions, agreement Premises to any other person or entity; and (ii) Tenant will agreements or understandings for the purpose of leasing any The foregoing does not preclude the Premises remaining in	elow, whichever occurs soon s or understandings for the p not enter into any negotiation y real property other than the	ner; (i) Landlord surpose leasing the ns, discussions,
82 83	D.	Broker.	It is acknowledged by the parties that the brokers or salespe transaction by acting as agent for the parties during their ne		e participated in the
84 85 86	E.	Costs.	Tenant and Landlord will each be responsible for and bear including without limitation expenses of their legal counsel at any time in connection with this LOI.		
87 88	F.	Termination.	The Binding Provisions of this LOI may be terminated: (i) Tenant and Landlord; or (ii) upon written notice by any par		
89 90 91 92 93			executed by all parties by that the termination of the Binding Provisions shall not affet the Binding Provisions prior to the termination. Upon term shall have no further obligations hereunder, except as stated any such termination.	ination of the Binding Provi	breach of any of sions, the parties
94	G.	Notice of Confirmation	on of Consent to Dual Agency. The undersigned confirm the	at they have previously	
95 96 97			consented to Amber Neal ("Licensee") a service on their behalf and specifically consent to Licensee transaction referred to in this LOI.	cting as a Dual Agent in pro acting as a Dual Agent with	•
98			Please initial Tenant Tenant	Landlord l	Landlord
99	Н.	Authority.	Tenant and Landlord each warrant to the other that it has the	e power and authority to exe	ecute this LOI.
01 02	basis o status,	f race, color, religion, i unfavorable discharge	gree it is illegal for either of the parties to refuse to display of national origin, sex, ancestry, age, marital status, physical or from military service, sexual orientation, or any other class of to comply with all applicable federal, state and local fair ho	mental handicap, familial st protected by Article 3 of the	atus, military
05	PEORL	A AREA ASSOCIATION (HIS LOI HAS BEEN PREPARED AND APPROVED AS OF OCTO OF REALTORS [®] AND THE PEORIA COUNTY BAR ASSOCIATIO ND CONDITIONS IN THIS LOI SHOULD BE ACCEPTED BY TH	N. APPROVAL DOES NOT CO	ONSTITUTE AN
	Page	-3 of 4	Tonant's Initials	Page 3 of 4	Landlord's Initials

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LETTER OF INTENT TO LEASE COMMERCIAL/MULTI-FAMILY REAL ESTATE



TENANT	LANDLORD
Tenant's Signature	Landlord's Signature
Richard White - as authorized agent of IPOPIF	City of Peoria - An Illinois municipality
Printed Name	Printed Name
	419 Fulton Street
Street Address	Street Address
	Peoria IL 61602
City, State and Zip	City, State and Zip
Telephone #	Telephone #
Fax #	Fax #
E-Mail	E-Mail
Tenant's Signature	Landlord's Signature
Printed Name	Printed Name
Street Address	Street Address
01. 0	0. 0. 12
City, State and Zip	City, State and Zip
Calanhana #	Telephone #
Telephone #	Telephone #
Fax #	Fax#
rax #	rax#
E-Mail	E-Mail
Richard J Reimer, Esq	
Tenant's Attorney	Landlord's Attorney
15 Spinning Wheel Road ~ Suite 310, Hinsdale, IL 60521	
Address	Address
630-654-9547	
Telephone #	Telephone #
630-654-9676	
Fax #	Fax #
rreimer@rdlaborlawpc.com	
E-Mail	E-Mail
Amber Neal/ Jim Maloof Realtor	NON CMLS
Broker/Agent	Listing Broker/Agent
803 W. Pioneer Parkway - Peoria, IL 61615	
Address	Address
309-696-9310	
Telephone #	Telephone #
Fax #	Fax #
aneal@maloofrealty.com	777
E-Mail	E-Mail
Page 4 of 4 Tenant's Initials	Page 4 of 4 Landlord's

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APPRAISER QUALIFICATIONS

PAUL K. KNIGHT, MAI

1975-1977 Attended Bradley University, Peoria, IL. Undergraduate major: Chemistry

1977-1980 Attended Southern Illinois University-Edwardsville School of Dental Medicine, Alton, IL. Graduated June, 1980

1980-2005 Established and operated general dental practice, Metamora, IL. During that time, gained experience in business development, employee relationships, physical facility management (both leased space and new facility development), and familiarity with business valuation and brokerage.

1981-present. Privately invested in real estate in various forms and capacities. During that time, have owned and managed single-family, multi-family, office, and retail facilities. Experienced in residential and commercial leasing, construction supervision, investment rehabilitation, and tenant management.

FORMAL REAL ESTATE EDUCATION

January, 2004 <u>Appraisal Principles 110 (39 hours)</u> Classroom and examination presented by the Chicago Chapter of the Appraisal Institute, Chicago, IL

January-February, 2004 <u>Appraisal Procedures 120</u> (39 hours) Classroom and examination provided by the Chicago Chapter of the Appraisal Institute, Chicago, IL

February, 2004 <u>National USPAP Course 410</u> (15 hours) Classroom and examination presented by the Chicago Chapter of the Appraisal Institute, Chicago, IL

March 24, 2004 Successfully passed the State of Illinois Associate Real Estate Appraiser's examination, Office of Banks and Real Estate, State of Illinois.

May, 2005 <u>Basic Income Capitalization 310</u> (39 hours) Classroom and examination provided by the Chicago Chapter of the Appraisal Institute, Chicago, IL

July, 2005 Attended the summer meeting of the Appraisal Institute, Seattle, Washington. Participated in the program "An Overview of the Lodging Industry" and "Valuation of Wineries" (7 hours).

September-October, 2005 <u>Market Analysis and Highest and Best Use 530</u> (39 hours) Classroom and examination provided by the Chicago Chapter of the Appraisal Institute, Chicago, IL

October, 2005 Real Estate Statistics, Finance, and Valuation Modeling (15 hours) Classroom and examination provided by the Northern Ohio Chapter of the Appraisal Institute, Cleveland, Ohio

May, 2006 <u>Advanced Income Capitalization</u> (40 hours) Classroom and examination provided by Columbus Chapter of the Appraisal Institute, Columbus, Ohio

June, 2006 <u>General Applications</u> (39 hours) Classroom and examination provided by Chicago Chapter of the Appraisal Institute, Chicago, IL

November, 2006 <u>Advanced Sales and Cost Approach</u> (40 hours) Classroom and examination provided by Chicago Chapter of the Appraisal Institute, Chicago, IL

January, 2007 <u>Advanced Applications</u> (40 hours) Classroom and examination provided by Chicago Chapter of the Aprraisal Institute, Chicago, IL

April, 2007 <u>Advanced Report Writing</u> (40 hours) Classroom and examination provided by Chicago Chapter of the Appraisal Institute, Chicago, IL

September, 2008 <u>Valuation of Conservation Easements</u> (34 hours) Classroom and examination provided by the Appraisal Institute, the American Society of Appraisers, and the American Society of Farm Managers and Rural Appraisers, Lexington, KY.

November, 2008 <u>Hotel and Motel Valuation</u> (7 hours) Online education and examination provided by the Appraisal Institute.

January, 2009 <u>Demonstration Report Writing</u> (7 hours) Seminar provided by Chicago Chapter of Appraisal Institute, Chicago, IL.

October, 2009 <u>Uniform Standards for Federal Acquisitions</u> (16 hrs) Classroom education provided by Arkansas Chapter of Appraisal Institute, Little Rock, Arkansas.

September, 2010 <u>7-Hour National USPAP Update Course</u> Provided by the Appraisal Institute, Kentwood, MI

September, 2010 Online Business Practices and Ethics Provided by the Appraisal Institute

March, 2012 7-Hour National USPAP Update Course, Bloomington, IL

July 2013 <u>Appraising the Appraiser-Appraisal Review (General)</u> Provided by the Appraisal Institute, Chicago, IL

August, 2013 <u>Appraising Distressed Commercial Real Estate: Here We Go Again</u> Provided by the Appraisal Institute, Chicago, IL

August, 2013 <u>Analyzing Tenant Credit Risk and Commercial Lease Analysis</u> Provided by the Appraisal Institute, Chicago, IL

October, 2013 Why We Overbuild and Why We Will Do It Again Provided by the Appraisal Institute, Chicago, IL

April, 2014 General Demonstration Report Writing Provided by the Appraisal Institute

May, 2014 <u>7-Hour National USPAP Update Course</u> Provided by the Appraisal Institute, Bloomington, IL

November, 2014 General Demonstration Report-Capstone Program Provided by the Appraisal Institute, Oklahoma City, OK

March, 2015 <u>The IDFPR Enforcement Process</u> Provided by the Appraisal Institute, Bloomington, IL

May, 2015 <u>Complex Litigation Appraisal Case Studies</u> Provided by the Appraisal Institute, Chicago, IL

May, 2015 <u>Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets</u> Provided by the Appraisal Institute, Chicago, IL

March, 2016. 7 Hour USPAP Update Provided by the Appraisal Institute, Champaign, IL

July, 2016 2016 Annual Conference Sessions Day One Charlotte, NC

July, 2016 2016 Annual Conference Sessions Day Two Charlotte, NC

March, 2017 Online Forecasting Revenue Provided by the Appraisal Institute, Chicago, IL

March, 2017 <u>Supervisor Appraiser/Trainee Appraiser Course</u>, Provided by the Appraisal Institute, Chicago, IL.

March, 2017 <u>Illinois Portion, Supervisor Appraiser/Trainee Appraiser</u> Seminar Provided by the Appraisal Institute, Chicago, IL.

April, 2017 <u>Introduction to Green Buildings: Principles and Concepts</u> Online education provided by the Appraisal Institute, Chicago, IL.

February, 2018 <u>7 Hour USPAP National Update</u> Classroom education provided by the Appraisal Institute, Bolingbrook, IL.

January, 2019 <u>Appraisal of Medical Office Buildings</u> Online education provided by the Appraisal Institute, Chicago, IL.

RELATED EDUCATION

June-July, 2004 Machinery and Technical Specialties <u>Machinery & Equipment 2010L</u>. (30 hours) Online education and proctored examination provided by the American Society of Appraisers, Washington, D.C.

August-September, 2004 Machinery and Technical Specialties <u>Machinery & Equipment 202OL</u> (30 hours) Online education and proctored examination provided by the American Society of Appraisers, Washington, D.C.

September-October, 2004 Machinery and Technical Specialties <u>Machinery and Equipment Valuation 203</u> (30 hours) Classroom and examination provided by the American Society of Appraisers, Philadelphia, PA.

December 2004 Machinery and Technical Specialties <u>Machinery and Equipment Valuation 204</u> (30 hours) Classroom and examination provided by the American Society of Appraisers, Manhattan Beach, California.

March 2005 <u>Appraisal Report Writing ALL 215</u> (30 hours) Classroom and examination provided by the American Society of Appraisers, in conjunction with the American Society of Farm Managers and Rural Appraisers, Lisle, IL.

PROFESSIONAL MEMBERSHIP:

2004-2015. Candidate membership in the Appraisal Institute

October, 2015. Received MAI designation from Appraisal Institute

PROFESSIONAL EXPERIENCE:

April 2004-2005. Part-time residential real estate appraisal experience with Castle, Inc., Lester R. Knight, owner.

April 2005-December, 2006. Part-time commercial real estate appraisal experience with R. Dennis Tompkins, owner, Tompkins Appraisals and the Appraisal Academy.

December, 2006. Successfully passed the examination for Certified General Real Estate Appraiser for State of Illinois.

January, 2007. Formed Midwest Valuation Group, LLC. with R. Dennis Tompkins, performed duties of primary lead appraiser..

January, 2008. Formed Professional Valuation Technology, LLC as sole member.

Buyers Price Opinion Analysis



Project ID: Parcel ID: Parent parcel 1809211018 City of Peoria

Client Contact: Richard White / IPOPIF

Date Ordered: 05/18/2021 INTERIOR INSPECTION: Yes

DRIVE-BY ONLY

No - Interior has been inspected

SUBJECT Property Address: 456 Fulton Street Suite 401 - 402

OWNER'S NAME	Peoria, IL (Previous DOM	Previous LP	Current LP	Listing Company	
City of Peoria	NO	0	None on record	Unknown	Non-MLS	
RECOMMENDED INSPECTIONS -			Property Type	Vacant / C	Occ Condition	Fair Marke
Mechanical systems t good working order u	o should be verified to be pon lease inception	in	Commercial Office	YES	AVERAGE	
COMMEN	TS ON SUBJECT'S COND	TION:				
Property in	terior was inspected. Property	is well maintained	and a class "B" finish.			
Property i	well suited to the surround	ling developmen	t downtown.			
Similar sp	aces in the subject property have an impact on overall r	building have a	history of long-term va	acancy as we	ell as previous fo	reclosure

SUBJECT PROPERTY	Sq. Ft.	#Units	Price sq	dock	stringer	Class	Garage	Lot Size	Yr. Built
	11000	2	NEG	0	0	В	(2 %)	N/A	1981

	Compara			Sq. Ft.	#Units AVIL	Price Sq	Sq Ft GROSS	Sq Ft RENTABLE	Class	Garage	Estimated OCCUPAN	
#1	211 Fulto 600	211 Fulton Street Unit 600		12493	1	13.77	155278	155278	В	1	77.73	2000
#2	330 SW V Peoria	30 SW Water St. eoria		6500	2	5.00	13,000	13,000	D	0	0%	99999
#3	733 SW Washington – Winkler		1500 1		11.00	44,400	1500	С	0	98%	99999	
#4	112 E Wa Bloomingt	_	_	14277	9	11.50	189000	189000	В	0	68%	1928
#5	5 2002 Fox Creek Dr – Bloomington, IL		7428	1	17.50	7428	7428	В	65 space	0% Single Tenant	1982	
	Prox. To Subj. (blks/mlles)	Owner	Finar	се Туре	Condition	Broker inspected	Lease Date	DOM	Original LP		LP @ sale	Sale \$\$
#1	4 Blocks	UNK	Cas	h	Average	yes	10/4/99	365+	\$ 10.0	00	\$ 13.00	13.77
#2	1 Mile	No	Cas	h	Average	Yes	Pending	200	0.00 Neg) - Neg		5.00
#3	1 Mile	No	Cas	h	Average	Yes	12/6/19	60	11.00		11.00	11.00
#4	40 Miles	NO	Cas	h	Average	Yes	N/A	365+	11.50		11.50	-
#5	40 Miles	YES	Cas		Average	Yes	N/A	242	17.50		17.50	
	NOTE: Whi	ch are do	sest co	mparable	Pleas	se note any	adjustments					
#1 211 Fulton Street is the most comparagble based on Class of finish						uch more sors of 70% - 7		ge and	l has a	stable occ	upancy ove	
#2	330 Water	Street is	a per	iding leas		erty is dist	ressed and le a level requi	ease reflec	ts the	build o	ut required	to bring th

	Compara		iligs	Sq. Pt.	#Units AVAIL	Price Sq	Sq ft GROSS	Sq Ft RENTABLE	Class	Garage	Estimated Occupancy	Yr. Bull
#1	456 Fulton Street - 2nd Floor		nd	4526	5	12.00	139681	139681	С	0	93%	1981
#2	114 NE Madison			3111	2	12.00	48311	48311	С	0	93%	1950
#3	211 Fulton	Street		1510 – 22,441	14	16.50	155278	155278	В	0	77.73	2000
	Prox. To Subj. (blks/miles)	Owner	Finance	а Туре	Condition	Broker inspected	List Date	DOM	Orig	inal LP	Current	LP
#1	Site of subject	NO	N/A		Average	no	3/1/19	365 +		12.00		F t
#2	10 Blocks	NO	N/A		Average	no	10/11/18	956	-		12.00 / sq ft	
#3	4 blocks	NO	N/A		Average	Yes	08/13/18	1015	2		16.50 / Sc	

456 Fulton Street is the same and the subject property. Listings have long term vacancy	211 Fulton is listed twice – both for the market rates of currently vacant units as well as the occupied units on site.
---	---

AS IS VALUE:	13.50	List price per Sq Ft Average	\$ N/A
Interior/Exterior Repaired Value	0.00		\$ N/A
Estimated Lot Value high			

		Date:	05/24/2021
Broker Name:	Amber Neal	Phone Number	309-696-9310
Company Name	Jim Maloof Realtor	Fax Number	
Address:	803 W. Pioneer Parkway	E-mail	aneal@maloofrealty.
	Peoria, IL 61614		



BPO / CMA DISCLOSURE

Client acknowledges that the Broker Price Opinion / Comparative Market Analysis provided by Broker, Amber Neal, on May 24, 2021 is merely an opinion of the Broker as to the current and approximate fair market value of the subject property/ real estate, and was prepared by licensed real estate broker, not by a state certified real estate appraiser.

Subject property address:

456 Fulton Street Peoria, IL Suite 401 and 402

Prepared for current lease value not for sale or purchase value purposes.

Warm Regards,

Amber Neal

Commercial Broker/ Jim Maloof Realtor

	PEORIA	PEORIA	PEORIA	BLOOMINGTON	BLOOMINGTON	BLOOMINGTON	BLOOMINGTON
	Twin Towers Building		One Tech Plaza	Keplr Vision Building	1,000	BLOOMINGTON	THE PROPERTY OF THE PARTY OF TH
	456 Fulton Street, Suite 401 & 402	411 Hamilton Blvd.	211 Fulton Street	112 E. Washington Street	Brady Building 2103 Eastland Drive	2002 Fox Creek Road	Pantagraph Building 205 N. Main Street
D ol						2002 FOX CICCR NOBE	200 IE Maiii Street
Property Class Type	Class B		Class A	Class B		Class C	
Square Footage Available	8914 SF available	343 - 13,471 SF Available	1,500 - 22,241 SF Available	4th Floor Office Space, Approximately 14,277 SF available.	7,180 SF. Can be divided into two units of approximately equal SF.	4,928 SF _e Single occupancy building.	2nd Floor Space 9,712 Square Feet (Lease will be fo 5,000 square feet)
Price per Square Foot	Market Analysis: \$13.50 per Square Foot City of Peoria Ask: \$10.00 per Square Foot per year IPOPIF Offer: \$9.00 per Square Foot per year	Landlord ask: \$15.50 PSF-FSG for some suites and \$\$18.00 PSF-FSG for other suites.	Landlord ask: \$16.50 SF/yr.	Landlord Ask: \$11.50 per square foot.	Landlord Ask: \$10,25 SF	Owner ask: \$17.50 SF	Owner Ask: \$12,00/SF (5,000 SF).
Lease Amount	\$54,000 per year, plus utilities based on 6,000 square feet.	\$66,526/year for 4,292 square foot office space (\$15.50/SF)	\$86,988/year for Suite 703 which is listed at 5,272 SF	\$69,000/year for 6,000 square feet. \$115,000/year for entire 10,000 floor space.	\$36,900 per year for 3,600 square feet. \$73,595 per year for 7,180 square feet.	\$86,240/year.	\$60,000/year, plus utilities
Lease Type	Modified Gross Lease. Ownership retains responsibility fo property taxes, water and sewer. IPOPIF will pay electricity and gas utility costs.	Full service gross lease includes	Triple Net (NNN)	Full utilities are included in lease, estimated at \$2.00 per square foot per year.			Modified Gross (tenant pays utilitie
Utility Expenses	Tenant is responsible for electricity - billed as a percentage of the square footage occupied. Past historical utility expense is approximately \$200.00 per month.	Included in gross lease price.	Included in gross lease price.	Full utilities are included in lease.	\$1.50 per SF (estimated) Tenant pays	Rate includes utilities, building services, and property expenses.	Office space is individually metered and with an Individual HVAC system
Build to Suit Requirements	Yes. City of Peoria will build to suit at their cost. City estimates 30-60 days to complete. City will install new LED overhead lighting and new carpet.	Not explored.		Negotiatble with the landlord. Available estimated in 30 days.	Yes. Owner will build out.	and properly operated	The floor has an open floor plan with private offices built in. Break room (no water).
Future Growth Possibilities	Yes. Total of 8,914 square foot available.	No.	No.	Yes. Total of approximately 10,000 space available	Yes. Total of 8,000 SF available	No.	Yes. Total of 9,719 Square Feet
Building Security	Serure building with access to office suites through a key-card entry system. Building is locked at 6:30 PM and access limited to key card holders.	Not visited.	Very good. Lobby staffed with security/information desk.	Very good. Lobby staffed with security/receptionist. Controlled access beyond lobby controlled by key-card access.	Good. Direct access into building from the street.	Not visited.	available Average. Locked entry door to smallobby and elevators.
Parking Availability	From parking garage, via elevator. Parking garages nearby. On street parking nearby.	Attached parking deck available, with direct access to building.	Parking deck available, Direct access to all office floors from this deck.	Good. Very limited parking adjacent to the building. Street level parking lots nearby. Two parking garages within 1 to 3 blocks.	Excellent. Office is a part of an multi- office building location with plenty of parking.	Excellent. 84 surface parking spaces available.	Included ten parking spaces in a street level outdoor parking lot nex to the building.
Transportation	Good access to interstate and state						Same.
	highways system into downtown. Commercial air carrier service at local	Same.	Same,	Good access from interstates.	Same.	Same.	June.
Public Transit	airport. Uber, Lyft and limited taxi service. Amtrak train service not available.	Same	Same.	Commercial air carrier service at local airport. Amtrak train service into nearby Normal.	Same.	Same.	Same.
Overnight accommodations	Hotels are available within blocks of office space.	Hotels are available within blocks of office space.	Hotels are available within blocks of office space.	Hotels?	Hotels?	Hotels?	Hotels?
	· ·						
oard and Committee Room Access	City of Peoria has a training room on the same floor that can be available for our use.	Large meeting room available to tenants at no cost.	_	Could utilize office space area. Alternative sites not explored.	None.	None.	None.
Technology	Category 5E cabling for computers, data and WiFL			Not explored.		Hi speed fiber internet.	

	W						
Office Furniture and Equipment	Yes. Some office cubicle systems, wall dividers, desks, and office furniture is available. Pricing for lease or purchase has not been discussed.	IPOPIF would be responsible to purchase/lease furniture and necessary office equipment.	IPOPIF would be responsible to purchase/lease furniture and necessary office equipment.	IPOPIF would be responsible to purchase/lease furniture and necessary office equipment.	IPOPIF would be responsible to purchase/lease furniture and necessary office equipment.	IPOPIF would be responsible to purchase/lease furniture and necessary office equipment.	IPOPIF would be responsible to purchase/lease furniture and necessary office equipment.
Office Security	Office security system can be installed.	Not explored. Likely able to install an office security system.	Not explored. Likely able to install an office security system.	Not explored. Likely able to install an office security system.		Not explored. Likely able to install an office security system.	Not explored. Likely able to instal office security system.
Restroom and break areas	Common area restroom, key control access. Break room shared with other city offices on same floor.	Not explored.	Not explored.	Common area restroom.		Not explored.	Break room available (no water).
Prudent Person Rule							
Prohibited Transaction	Needs to be satisfied that the lease is not a prohibited transaction.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.
	not a pronibited transaction.				чос аррисавіе.	ног аррисаріе.	пот аррікавіе.
Miscellaneous	Site visits were conducted, City of Peoria staff were very cooperative and supportive, Local and state political office holders wrote letters of support to locate IPOPIF office in Peoria. Twin Towers Building	Restaurant, post office and a bank located on the ground floor. Fitness and rec room available to tenants. Information obtained from a brochure. Site not visited, Would need to confirm the suites that are available at this time.	Site was not visited. Information obtained from a brochure. Would need to confirm the suites that are available at this time. One Tech Plaza	Site visit was conducted in March. Would need to reconfirm and update all components of this information. Spaces on other floors are available. The 4th floor space has higher ceilings. Building is a historical building and served as corporate headquarters of State Farm Insurance until 1974, but continued to host State Farm offices until 2018.		Building is available for purchase. Single tenant space. Stand alone building.	Site visit was conducted in March. Information provided partially updated in June. May be room to negotiate a lower rate?
	456 Fulton Street, Suite 401 & 402	411 Hamilton Blvd.	211 Fulton Street	Keplr Vision Building 112 E. Washington Street	China Hawara Office		Pantagraph Building
	PEORIA	PEORIA	PEORIA	BLOOMINGTON	Shive-Hattery Office Space BLOOMINGTON	2002 Fox Creek Road BLOOMINGTON	205 N. Main Street BLOOMINGTON





Jeffrey Graves (309) 453-7100

JPG Commercial Real Estate

Twin Towers Plaza | 456 Fulton St

12,226 SF of 4-Star Office Space Available in Peoria, IL



ALL AVAILABLE SPACES (3)

SPACE	SIZE	TERM	RATE	SPACE USE	CONDITION	AVAILABLE
1st Floor	2,500-6,500 SF	Negotiable	Upon Request	Office	/治	30 Days
1st FI, Ste 104	1,200 SF	Negotiable	\$12.00 /SF/YR	Office		30 Days
2nd Floor	1,674-4,526 SF	Negotiable	\$12.00 /SF/YR	Office	-	30 Days

PROPERTY OVERVIEW

- -Parking Deck-Views of City Hall and Civic Center
- Conferencing Facility

Signage

Food Court

PROPERTY FACTS

Parking	5 Surface Parking Spa- 200 Covered Parking S		
Building Height	4 Stories	Unfinished Ceiling Height	12'
LoopNet Rating	4 Star	Typical Floor Size	34 ,920 SF
Year Built	1981	Building Class	В
Building Type	Office	Building Size	139,681 SF

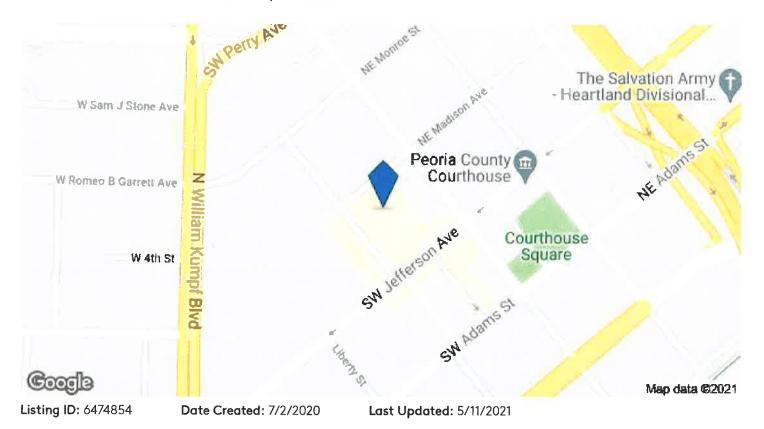
WALK SCORE ® Very Walkable (76)

TRANSPORTATION



General Wayne A. Downing Peoria International Airport 15 min drive 6.6 mi

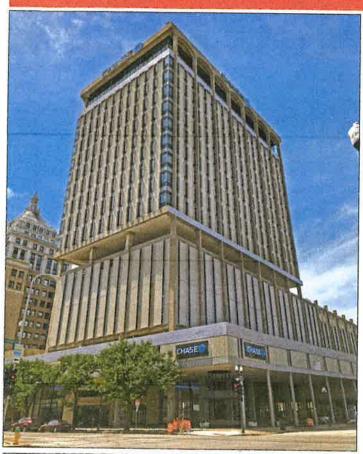
MAP OF 456 FULTON ST PEORIA, IL 61602



The LoopNet service and information provided therein, while believed to be accurate, are provided "as is". LoopNet disclaims any and all representations, warranties, or guarantees of any kind.



Executive Office Building 411 Hamilton Blvd. - Peoria OFFICE/RETAIL SPACE FOR LEASE





- Office and retail space available for lease at the Riverview Plaza in downtown Peoria.
- Office space available from 343 st up to 13,471 st.
- Fully equipped turnkey restaurant available on the main level.
- · Located in the heart of the CBD.
- Restaurant, post office and a bank located on the ground floor.
- Additional amenities include a fitness room, rec room, and a large meeting room.
 All available to tenants at no cost.
- Building is under new ownership and there is currently on-site management full time.
- Full service gross lease includes utilities. No additional CAM charges.
- Attached parking deck with direct access to building.





Will Hayes

E-MAIL: Willhaves@josephcamper.com | CELL: 309-643-0717

Steve Reeves

E-MAIL: Stevereeves gjosephoamper.com | CELL 309-550-0139

JOSEPH & CAMPER COMMERCIAL | 5001 N. UNIVERSITY PEORIA, IL | 309-691-5919 | WWW.JOSEPHCAMPER.COM.



SUITE	SQ FT	LEASE RATE
1000	2110	\$15.50 PSF - FSG
1004	1381	\$15.50 PSF - FSG
1010	1813	\$15.50 PSF - FSG
1020	876	\$15.50 PSF - FSG
1022	2264	\$15.50 PSF - FSG
1200	13471	\$15.50 PSF - FSG
1300	2141	\$15.50 PSF - FSG
1302	1042	\$15.50 PSF - FSG
1304	343	\$15.50 PSF - FSG
1315	414	\$15.50 PSF - FSG
1330	1991	\$15.50 PSF - FSG
1402	669	\$15.50 PSF - FSG
1502	1069	\$15.50 PSF - FSG
15.10	3808	\$15.50 PSF - FSG
1512	726	\$15.50 PSF - FSG
1322	1132	\$15.50 PSF - FSG
0415	8426	\$15.50 PSF - FSG
0433	1120	\$15.50 PSF - FSG



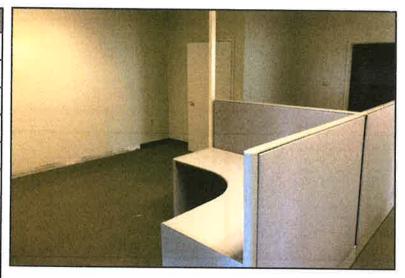








SUITE	SQ FT	LEASE RATE
1514	1674	\$15.50 PSF - FSG
1701	4356	\$15.50 PSF - FSG
1711	1639	\$15.50 PSF - FSG
1716	406	\$15.50 PSF - FSG
1718	1624	\$15.50 PSF - FSG
1719	1089	\$15.50 PSF - FSG
1800	670	\$15.50 PSF - FSG
1806-1810	4292	\$15.50 PSF - FSG
1816	680	\$15.50 PSF - FSG
1820	1440	\$15.50 PSF - FSG
1824	1362	\$15.50 PSF - FSG
1925	170	\$15.50 PSF - FSG
1926	702	\$18.00 PSF - FSG
1936	625	\$18.00 PSF - FSG
1938	435	\$18.00 PSF - FSG
2003	5900	\$18.00 PSF - FSG
2100-S Penthouse	1444	\$15.50 PSF - FSG
Restaurant/ Cafe	2373	\$15.50 PSF-FSG

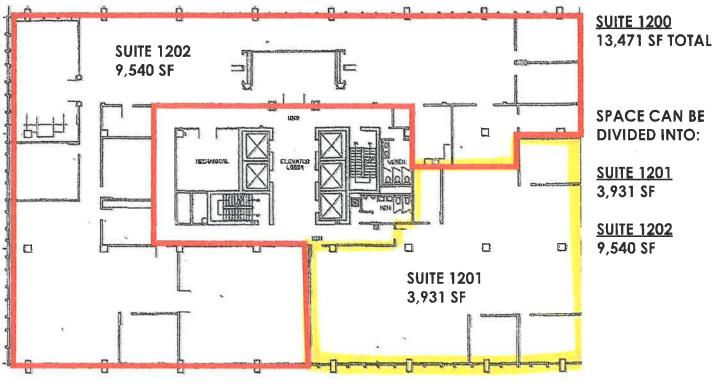


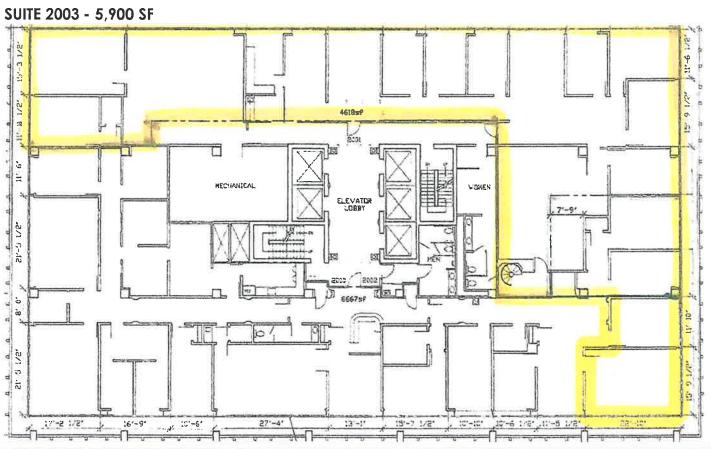






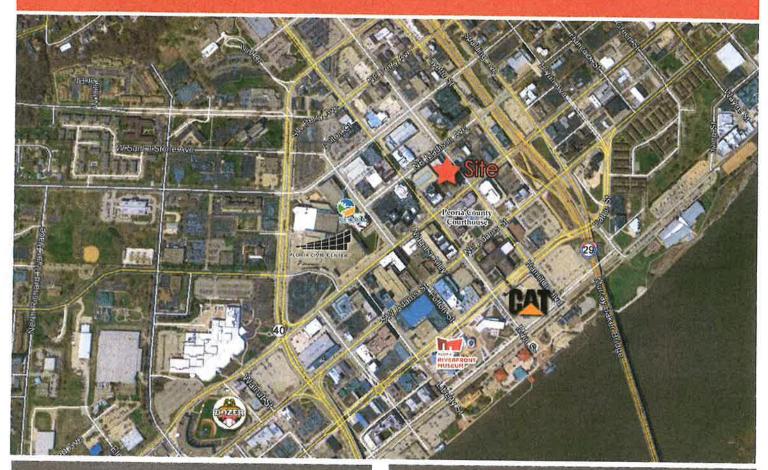








Executive Office Building 411 Hamilton Blvd. - Peoria OFFICE/RETAIL SPACE FOR LEASE



PROPERTY DETAILS

PROPERTY TYPE	OFFICE/RETAIL
BUILDING SIZE	543,131 SF
SPACES AVAILABLE	343 SF up to 13,471 SF
ZONING	B1
YEAR BUILT	1965
LEASE RATE	SEE CHART ON PAGES 1 & 2
LEASE TYPE	FULL SERVICE GROSS (INCLUDES UTILITIES)
*LEASING	3 months free rent for any new 3 year lease signed before May 31st 2021.
INCENTIVES	5 months free rent for any new 5 year lease signed before May 31st 2021

DEMOGRAPHICS (2020 EST.)

	1 MILE RADIUS	3 MILE RADIUS	5 MILE RADIUS
POPULATION	8,760	75,710	148,809
HOUSEHOLDS	3,797	29,987	61,732
INCOME	\$38,701	\$47,609	\$55,000



Will Haves

E-MAIL: Willhayes@josephcamper.com | CELL: 309-643-0717

Steve Reeves

E-MAIL: Stevereeves@josephcamper.com | CELL: 309-550-0139

JOSEPH & CAMPER COMMERCIAL | 5001 N. UNIVERSITY PEORIA, IL | 309-691-5919 | WWW.JOSEPHCAMPER COM15

ONE TECH PLAZA

211 FULTON STREET, PEORIA, IL 61602

OFFICE BUILDING FOR LEASE

JASON MILLER

309.693.3000 |ason@maloofcom.com



OFFICE BUILDING FOR LEASE ONE TECH PLAZA

2H FULTON STREET, PEORIA, IL 61602









JASON MILLER



OFFICE BUILDING FOR LEASE ONE TECH PLAZA

211 FULTON STREET, PEORIA, IL 61602



PROPERTY DESCRIPTION

Class A office building in downtown Peoria is offering many suites available for lease. Space available on the main level, 5th & 7th floors.

PROPERTY HIGHLIGHTS

- 7-story CBD premier office/retail building with on-site management
- Newly remodeled lobby and common areas
- Manned information/security desk in lobby area
- Attached parking deck with direct access to all office floors
- Excellent access to I-74.
- Located between the Peoria Riverfront Museum & the new OSF Healthcare Ministries Headquarters

OFFERING SUMMARY

Lease Rate:	\$16.50 SF/yr (NNN)
Available SF:	1,510 - 22,441 SF
Building Size:	155,278 SF

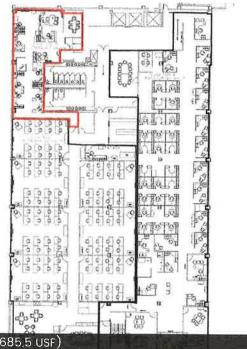
SPACES	LEASE RATE	SPACE SIZE
Suite 700	\$16.50 SF/yr	2,966 SF
Suite 500	\$16.50 SF/yr	8,039 - 22,441 SF
Suite 500A	\$16.50 SF/yr	8,320 - 22,441 SF
Suite 500B	\$16.50 SF/yr	1,685 - 22,441 SF
Suite 701	\$16.50 SF/yr	3,397 SF
Suite 703	\$16.50 SF/yr	5,272 SF
219 Fulton	\$16.50 SF/yr	1,510 SF



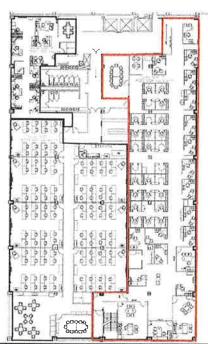
OFFICE BUILDING FOR LEASE

ONE TECH PLAZA

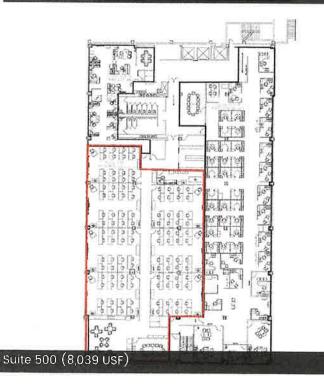
211 FULTON STREET, PEORIA, IL 61602



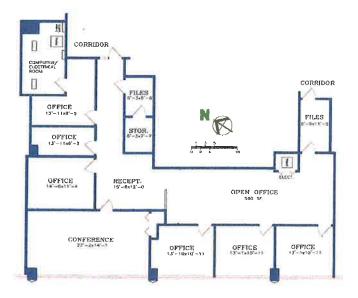
Suite 500B (1,685.5 USF)



Suite 500A (8,320 USF)



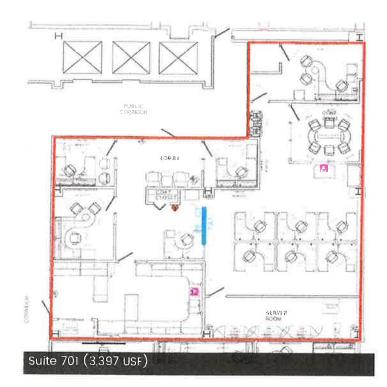
Suite 700 (2,966 USF)

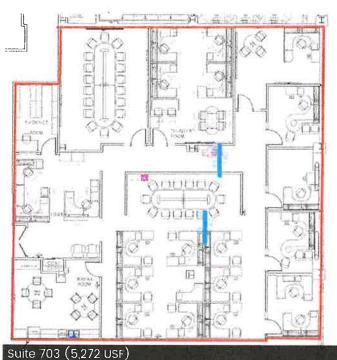


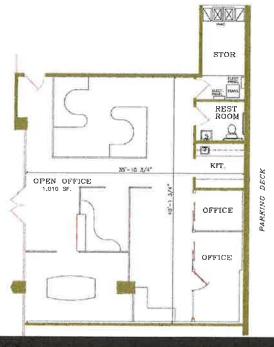
JASON MILLER

OFFICE BUILDING FOR LEASE ONE TECH PLAZA

211 FULTON STREET, PEORIA, IL 61602







219 Fulton (1,510 USF)

JASON MILLER

OFFICE BUILDING FOR LEASE

ONE TECH PLAZA

2H FULTON STREET, PEORIA, IL 61602











Meghan O'Neal-Rogozinski (309) 664-3617



Michael O'Neal (309) 664-3617



Keplr Vision Building | 112 E Washington St

128,493 SF of Space Available in Bloomington, IL



ALL AVAILABLE SPACES (9)

SPACE	SIZE	TERM	RATE	SPACE USE	CONDITION	AVAILABLE
1st Floor	14,277 SF	Negotiable	\$11.50 /SF/YR	Office/Retail	Full Build-Out	30 Days
2nd Floor	14,277 SF	Negotiable	\$11.50 /SF/YR	Office	Partial Build-Out	30 Days
3rd Floor	14,277 SF	Negotiable	\$11.50 /SF/YR	Office	Partial Build-Out	30 Days
4th Floor	14,277 SF	Negotiable	\$11.50 /SF/YR	Office	Partial Build-Out	30 Days
5th Floor	14,277 SF	Negotiable	\$11.50 /SF/YR	Office	Partial Build-Out	30 Days
6th Floor	14,277 SF	Negotiable	\$11.50 /SF/YR	Office	Partial Build-Out	30 Days
7th Floor	14,277 SF	Negotiable	\$11.50 /SF/YR	Office	Partial Build-Out	30 Days
8th Floor	14,277 SF	Negotiable	\$11.50 /SF/YR	Office	Partial Build-Out	30 Days
9th Floor	14,277 SF	Negotiable	\$11.50 /SF/YR	Office	Partial Build-Out	30 Days

PROPERTY OVERVIEW

The building is listed as a contributing property to the National Register of Historic Places in Bloomington Central Business District, a historic district encompassing much of downtown Bloomington, Illinois. Built in 1928 in the Art Deco style, it served as the corporate headquarters of State Farm Insurance until 1974 and continued as a important asset in the State Farm portfolio until they moved their last employees from there in 2018.

In the first quarter of 2020, the new owner of this historic building has leased the top four floors to Keplr Vision, which have been given naming rights to the building. We now have the privilege to offer this unique leasing opportunity to other growing companies in the Central Illinois area.

The building is located in Downtown Bloomington, which is the cultural center of the City of Bloomington, a growing and vibrant county seat community in the heart of Central Illinois. In addition to being a work and play destination, Downtown is increasingly a place called home for millennials and empty-nesters in the many recently renovated loft apartments throughout Downtown. With major venues including the Bloomington Center for the Performing Arts (BCPA), Grossinger Motors Arena, The Castle Theatre, and more than twenty art studios and galleries, Downtown Bloomington is the region's arts and entertainment destination. Downtown's many historic buildings create a charming and easily walkable urban environment while offering numerous opportunities for new businesses to join our successful mix of existing specialty retail, dining, and professional service offerings. Additionally, the Downtown is adjacent to the campus of Illinois Wesleyan University (1,600 + students) which is recognized as one of the nation's premiere private residential liberal arts

universities. It is located one mile south of Advocate BroMenn Medical Center, a 221 bed hospital with 1,305 employees, a part of Advocate Aurora Health, the 10th largest notfor-profit integrated health system in the United States. Downtown is 1.5 miles from Illinois State University with its nearly 21,000 students and over a 3,250 employees who combined contribute more than \$833 million to the local economy.

Bloomington is an award winning community being rated in 2019 #1 on PennyGeeks.com 2019 list of the Top Cities for Recent College Graduates. Additionally in 2018, Bloomington was named one of "The Greenest Cities" by Insurify. In 2017, Bloomington-Normal ranked #10 for Top College Towns by Business Insider. 2016

Bloomington-Normal ranked as one of "11 Cities You've Never Thought to Live, But Should" by Huffington Post.

Bloomington is ranked #15 for Best Cities for new college grads nationally by Zumper. Bloomington-Normal Metro Area is ranked within top 50 Best Places for STEM Grads 2016 by Nerd Wallet,

Bloomington is ranked #3 of the Top 25 Small College Towns in America by USA Today. Bloomington is ranked #10 in the 2016 Best Affordable Places to Live for Families in America by Liveability,

2015

Bloomington is ranked #25 of the Best Small Places for Businesses and Careers in the US by Forbes,

Bloomington is the Digital Capital of Illinois Google Economic Impact.

Bloomington is ranked #5 of the Best Cities for Families in Illinois by Apartment List, And the lists go on...

PROPERTY FACTS

Building Type

Office

Building Class

В

Year Built

1928

Typical Floor Size

14,538 SF

Building Height

13 Stories

Unfinished Ceiling Height 10'6"

Building Size

189,000 SF

SELECT TENANTS

FLOOR

TENANT NAME

INDUSTRY

Multiple

Keplr Vision

Health Care and Social

Assistance

WALK SCORE ®

BIKE SCORE ®

Very Walkable (89)

Very Bikeable (75)

TRANSPORTATION



♣ AIRPORT

Central Illinois Regional at Bloomington-Normal Airport

14 min drive

5.2 mi

MAP OF 112 E WASHINGTON ST BLOOMINGTON, IL 61701



ADDITIONAL PHOTOS



Exterior



Typical Floor



Exterior



Typical Floor



Typical Floor



Typical Floor



Typical Floor



Typical Floor



Typical Floor



Typical Floor



Typical Floor



Typical Floor



Typical Floor



Typical Floor



Typical Floor

Office/Tech MLS #: 10815514 List Price: \$861,600 ACTV List Date: Status: 08/12/2020 Orlg List Price: \$861,600 Area: 6027 List Dt Rec: 08/12/2020 Sold Price: Address: 2103 Eastland Dr , Bloomington, IL 61704 Directions:

Veterans Parkway to East on Eastland Dr.

Lease SF/Y: Contract: Rented Price: Concessions: Mthly. Rnt. Price: Mkt. Time (Lst./Tot.): 323/323

Mc Township: Lean

PIN #:

2102276026 Multiple PINs: No

1990 Blt Before 78: Year Built: No Subtype: Condo# Stories:

Sold by:

Closed:

Off Mkt:

County:

CTGF:

Zoning Type: Office # Units: Min Rent. SF: 7180 Actual Zoning: # Tenants: B-1 Max Rent. SF: 7180 BNAR Zoning: **B1** Unit SF: Relist: 7180 No Mobility Score: 33 - Minimal Mobility.

List Price Per SF: \$120 Sold Price Per SF: \$0

Approx Total Bidg SF: 0 Lot Dimensions: 0 Acreage:

Estimated Cam/Sf: Gross Rentable Area: Est Tax per SF/Y: Net Rentable Area: Lease Type:

Remarks: Great office condo in convenient location. Approximate Age: 26-35 Years

Type Ownership: Frontage Acc: Docks/Delivery: # Drive in Doors:0 # Trailer Docks:0

Land Sq Ft:

Geographic Locale: Central Illinois Location: Commercial Business Park

Construction: Brick Building Exterior: Brick Foundation:

Roof Structure: Roof Coverings: Air Conditioning: Central Air

Heat/Ventilation: Electric Electrical Svcs: Separate Meters

Fire Protection: Fire Extinguisher/s, Smoke or Fire Protectors

Current Use: Potential Use: Client Needs: Client Will:

Misc. Outside: # Parking Spaces: Indoor Parking: Outdoor Parking: Parking Ratio: Misc. Inside: Floor Finish:

Extra Storage Space Available:

Water Drainage: Utilities To Site: HERS Index Score: Green Disc: Green Rating Source: Green Feats:

Known Encumbrances:

Backup Info:

Tenant Pays: Air Conditioning, Electric, Heat, Janitorial

Possession: Sale Terms: Investment: Users:

Loss Factor:

Gas Supplier:Nicor Gas Electric Supplier:Ameren

Financial Information Gross Rental Income: \$0 Total Income/Month: Total Income/Annual: Annual Net Operating Income: \$0 Net Operating Income Year: Cap Rate:

Real Estate Taxes: \$16,000 Tax Year: 2019 Total Annual Expenses: \$0 Expense Year: Expense Source:

Broker Private Remarks:

Internet Listing: Yes VOW AVM: Yes Listing Type: **Exclusive Right to**

Remarks on Internet?: Yes VOW Comments/Reviews: Yes Address on Internet: Yes

Broker Owned/Interest: Yes Lock Box: (Located at None)

Special Comp Info: None

Sell Coop Comp: \$15000 (on Gross SP)

Other Compensation:

Cont. to Show?:

Call for Rent Roll Info:

Expiration Date:

Information: **Other-See Remarks** Showing Inst: Use showing time -

or call George Gramm 858-334-

9690 RE/MAX Choice (97023) / (309) 664-8500

Broker: List Broker:

Bill Brady (970459) / (309) 664-8571 / billbrady@remax.net CoList Broker: George Gramm (950176)

More Agent Contact Info: Copyright 2021 MRED LLC - INFORMATION NOT GUARANTEED, REQUEST ADDITIONAL INFORMATION FROM BROKER, INVESTIGATE ENVIRONMENTAL. USE DUE DILIGENCE.

MLS #: 10815514

Prepared By: Melissa Dittbenner | Berkshire Hathaway Central Illinois Realtors | 06/30/2021 10:30 AM

MLS#:10815514 Office/Tech 2103 Eastland DR Bloomington, IL 61704











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Prepared By: Melissa Dittbenner | Berkshire Hathaway Central Illinois Realtors | 06/30/2021 10:30 AM

MLS#:10815514 Office/Tech 2103 Eastland DR Bloomington, IL 61704

















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Prepared By: Melissa Dittbenner | Berkshire Hathaway Central Illinois Realtors | 06/30/2021 10:30 AM

MLS#:10815514 Office/Tech 2103 Eastland DR Bloomington, IL 61704





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Prepared By: Mellssa Dittbenner | Berkshire Hathaway Central Illinois Realtors | 06/30/2021 10:30 AM





RE/MAX Rising

2002 Fox Creek Rd

4,928 SF of Office Space Available in Bloomington, IL



HIGHLIGHTS

- Just off interstate 55 and 74 in Bloomington
- Exposure to Veterans Parkway

 Fully renovated open modern design with tons of natural light and collab space

Page 100 of 115

ALL AVAILABLE SPACE(1)

SPACE	SIZE	TERM	RATE	SPACE USE	CONDITION	AVAILABLE
1st Floor	4,928 SF	Negotiable	\$17.50 /SF/YR	Office	Full Build-Out	Now

PROPERTY OVERVIEW

This property is ideal for any type of office including medical use as well as other special proffesional services/religious or retail administration, etc. It has 2500 sq ft finished

- 24 Hour Access
- Controlled Access
- Courtyard
- Fireplace
- Kitchen

basement available with 2 bathrooms and kitchenette or storage use. Property is also available for sale at \$950,000

- High Ceilings
- Natural Light
- Partitioned Offices
- Secure Storage

PROPERTY FACTS

Building Type

Office

Building Size

4,928 SF

Year Built

1982

Building Class

C

Building Height

1 Story

Typical Floor Size

4,928 SF

Parking

65 Surface Parking Spaces

SELECT TENANTS

FLOOR TENANT NAME INDUSTRY

1st Crowne Realty, LLC Real Estate

TRANSPORTATION



Central Illinois Regional at Bloomington-Normal Airport

18 min drive

7.9 mi

MAP OF 2002 FOX CREEK RD BLOOMINGTON, IL 61701



ADDITIONAL PHOTOS



02-IMG_6728



05-IMG_6723



03-IMG_6735



06-IMG_6724



04-IMG_6736



07-IMG_6729



08-IMG_6730



11-IMG_6733



09-IMG_6731



12-IMG_6734



10-IMG_6732

Listing ID: 21068032

Date Created: 9/26/2020

Last Updated: 5/3/2021

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FOR LEASE | OFFICE SPACES AVAILABLE 205 N. MAIN STREET, BLOOMINGTON, IL

REAL ESTATE GROUP



PROPERTY OVERVIEW

2ND FLOOR: 9,719 SF (\$12.00/SF)

3RD FLOOR: 9,719 SF (\$12.00/SF)

3RD FLOOR: 1,300 SF (\$14.00/SF) Full Gr.

LEASE RATES: Modified Gross (Tenant pays utilities)

FEATURES:

- Downtown office building with lease space available on the second and third floors.
- 2nd floor—open floor plan with private offices built into the west and north walls. Break room within space (no water).
- 3rd floor—large space has private offices built into the west and north walls and three large conference rooms in the middle of space.
- 3rd floor—Suite 302, attorney office, conference room, private offices, reception.
- · 3rd floor-shared break room for entire floor



1 Mile	3 Miles	5 Miles	
10,182	61,851	130,291	
Est. Population	Est. Population	Est. Population	
\$91,651	\$79,869	\$82,075	
Est. Average Income	Est. Average Income	Est. Average Income	
20,791	81,343	102,794	
No. of Employees	No. of Employees	No. of Employees	
469	2,780	4,105	
No. of Businesses	No. of Businesses	No. of Businesses	

FOR MORE DETAILS CONTACT:





FOR LEASE | OFFICE SPACES AVAILABLE 205 N. MAIN STREET, BLOOMINGTON, IL

2nd floor North
9,719 SF

- Spaces are divisible, all improvements can be removed
- · No load bearing walls
- · Individual HVAC units
- · Parking attached to building

3rd floor North
9,719 SF

AVAILABLE

Suite 302: 1,300 SF Current Attorney office

	OFFICE SPACE REQUIREMENTS			
	OFFICES	OFFICE TYPE	OFFICE SIZE	SQUARE FOOTAGE
1	EXECUTIVE DIRECTOR	EXECUTIVE	300 (15 X 20)	SQUARE FOUTAGE
2	CHIEF INVESTMENT OFFICER	EXECUTIVE	300 (15 X 20)	_
3	GENERAL LEGAL COUNSEL	EXECUTIVE	300 (15 X 20)	
4	CHIEF FINANCIAL/ADMIN. OFFICER	EXECUTIVE	300 (15 X 20)	1,200
		E/LEGG IIVE	300 (13 X 20)	1,200
5	INVESTMENT OFFICER	LARGE	225 (15X15)	
6	INVESTMENT OFFICER	LARGE	225 (15X15)	
7	INVESTMENT ANALYST	LARGE	225 (15X15)	
8	INVESTMENT ANALYST	LARGE	225 (15X15)	
9	ADMINISTRATIVE MANAGER	LARGE	225 (15X15)	1,125
10	ADMINISTRATIVE COORDINATOR	STANDARD	150 (10 X 15)	
11	ACCOUNTANT	STANDARD	150 (10 X 15)	
12	ACCOUNTANT	STANDARD	150 (10 X 15)	
13	COMMUNICATION SPECIALIST	STANDARD	150 (10 X 15)	
14	IT MANAGER	STANDARD	150 (10 X 15)	750
	MEETING SPACES			
Α	RECEPTION SPACE	LARGE RECEPTION	375 (15 X 25)	
В	BOARD AND COMMITTEE MEETING	MULTI-PURPOSE	1,125 (25 X 45)	
	ROOM (PUBLIC SPACE)		-/220 (20 // 10)	
С	CONFERENCE ROOM	LARGE CONFERENCE		
		16 – 20 SEATS	400 (20 x 20)	
D	COLLABORATIVE SPACE	CIRCULATION	1,600	
Е	FILE ROOM	LARGE COPY ROOM	400 (15 X 15)	
F	LUNCH ROOM/MEETING ROOM	SMALL ROOM	150 (10 X 15)	2,925
				6,000

DISTRICT OFFICE: 300 E. WAR MEMORIAL DRIVE SUITE 303 PEORIA, IL 61614 PHONE: (309) 681-1992



SPRINGFIELD ADDRESS: **632 STATE HOUSE** SPRINGFIELD, IL 62706 PHONE: (217) 782-3186

DEPUTY MAJORITY LEADER STATE REPRESENTATIVE • 92ND DISTRICT

Trustee and Executive Director Richard White,

Recently it has come to my attention that the Illinois Police Officers Pension Investment Fund is in the process of finding a location for their headquarters, and that the Peoria Metro Area is being considered. This is outstanding news, and Peoria would be a great location for the fund in

First, Peoria houses Caterpillars financial and accounting for this Fortune 30 company. Peoria's downtown officers a great work environment with plenty of office place locations that would meet the needs of the fund. As the board will find out other are several national banks, large accounting firms, that could be of service to the board. Peoria also has great hotels, and conference centers along with a new international airport making accessibility for incoming travelers an ease. Being centrally located in the state Peoria is situated about two hours south of Chicago and about two hours north of St. Louis, allowing equitable travel for anyone within the state who may seek to visit and do business with the fund. Officers within the state can travel to the area easily avoiding much of the traffic and congestion that would come with the Chicago Land area.

Another fact about the area is that Peoria is home of the largest medical community outside of Chicago. This is a growing industry in the area and currently the area's largest employer. This shows that business and innovation can be done in the area with great success. I would also like to mention Peoria offers a highly educated and diverse work force, outstanding quality of life, entertainment, and recreation, and one of the lowest costs of living standards in the state.

I encourage the IPOPIF board of trustees to bring the investment fund to Peoria. I know the business climate, housing market, great resources and infrastructure would make the fund

Respectfully.

Representative Jehan Gordon-Booth

Speaker Pro-Tempore

Richard White

From:

senatorstoller@gmail.com

Sent:

Sunday, February 7, 2021 15:19

To:

Richard White

Subject:

Consolidated Pension Office

Mr. White,

I understand you are on the committee that has the responsibility to select a location for the consolidated pension fund office. I am contacting you to encourage you to consider the Peoria area for this office.

The Peoria area offers great quality of life at a very reasonable cost of living. We have major employers, vibrant hospitals, access to transportation, conferencing and lodging options, and a well educated work force. Most of all, as an entire community, we would be excited to have the office located in the Peoria area.

Thank you for your consideration, and if I can be of assistance during your evaluation process, please don't hesitate to reach out.

Sincerely, Win Stoller

WIN STOLLER

Senator

Illinois State Senate, 37th District

For legislative and Senate communications please use <u>senatorstoller@gmail.com</u>. For political or campaign messages use win@winstoller.com.

Richard White

From:

CHARLES GRAYEB

Sent:

Friday, February 5, 2021 11:20

To:

Richard White

Subject:

Let's Bring the Pension Office To Peoria

Peoria has world class medical facilities, great amenities, and a top notch international airport. Our low cost of living would be a plus for those working in the office. I am currently on the Peoria City Council and am serving my fifth term. Best, Chuck

Sent from my iPhone CVG

IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION





1 2	Date:	3									
3	TENA	NT:	Illinois Pol:	ce offic	ers Pension	Investment Fund	LANDLORD:		City of Pe	oria	
4 5	Tenant	t's Broke	er: Amber	Neal/	Jim Malo	of Realtor	Landlord's Brol	ker:	NON CM	MLS	
٥	Citain	o Broke					Danaloid 3 Diol	KCI.			
	☐ Ind	lividual ust	☐ Corpo ☐ Other			☐ Partnership	☐ Individual ☐ Trust	☐ Corporation ☐ Other	LLC	☐ Part	nership
8	This L	etter of lespect to	intent ("LOI") the possible l	sets fort	h certain no f commercia	n-binding understa l/multi-family real	andings and certain estate ("Premises	n binding provisio ") commonly know	ns between T wn as	enant and	Landlord
10	456	6 Ful	ton Street	~ Suit	e 401 and	1 402		Peoria		IL	61602
						ther party until			, 20	21, provi	ded
	howev	er, that t	he party subm	itting thi	is LOI may v	withdraw this LOI,		•	other party's	execution	
13	Upon	ovacutio	n by Tanant	and I an	dlard of thi	NON-BINDIN is LOI, the follow	G PROVISIONS		ivolv the "N	lon Rindi	na
						iding of the matte					
16	Non-B	inding l	Provisions ar	e not inte	ended to co	nstitute a comple	te statement of, o	r a legally bindin	g or enforce	able oblig	gation
						r Tenant nor Lan repared, authoriz					o the Non-
						d and delivered fo					oility to
20	any ot	her part	y to this Lett	er based	l upon, arisi	ing from, or relat	ing to the Non-Bi	inding Provisions	•		
21 22	1.	Basic T	<u>Fransaction</u> .			ubject to the provis the parties Tenant					
23	2.	Propos	ed Lease Exe	cution. I	If the Lease	is entered into bety	ween Tenant and I	Landlord the partie	es intend that	the	
24 25					ed transactio ution Date")	on would be consum.	mmated on or befo	ore			
26 27	3.	Initial .	Drafting.		tial draft of CK ONE}.	the Lease shall be	prepared by the at	torney for the 🗖 1	Γenant / ☑ L	andlord	
28 29 30	4.	<u>Lease</u> .		comme	rcial real est	ontain the usual an tate leases in the co imited to, the follo	entral Illinois area	for real property			
31 32		A.			ld consist of part of a larg	approximately 6 er building.	square feet	of space. The Pro	emises 🗹 is /	□ is not	
33		B.	Tenant's	ise of the	e Premises s	hall be for	Oper	ational Office	es		
34		Č.	The Lease	would b	e for a term	of 5 y	ears / 🗖 months	{CHECK ONE}	and possession	on will be	
35			given on								
36		D.				ate of \$		_ perSqua:	re Foot		
37											
38		E.				renewal op					
39						e per year		-			
40					<u> </u>						
	Page	e 1 of 4		Tena	nt's Initials			Page 1 of 4		Landl	ord's Initials

IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION





41	F.	Tenant would pr	ovide a security	deposit of \$		6,6	85.50	
42	G,	Personal guarant	y(s) of Tenant's	Lease obligation	ns woul	d be provi	ded by N/A - due to stat	e affiliation.
43	H_{*}	Landlord would	pay: 🗹 Taxes	☐ Insurance	☐ Othe	er		<u> </u>
44		Tenant would pa						ns and loss of use
45	I_{\bullet}	Landlord would	pay: 🗖 Electric	☐ Gas	Water	✓ Sewer	Other	
46		Tenant would pa	y: 🗹 Electric	☑ Gas □	Water	☐ Sewer	Other	
47	J.						☐ Tenant / ☐ Landlord	
48		If Tenant pays C	AM it is expecte	d that the initia	l CAM p	er	would be	Ħ
49		and the CAM we						
50		N/A						
51								¥
52	K.	Leasehold Impro	vements to the I	remises would	be made	by 🗖 Te	nant / 🗹 Landlord {CH	ECK ONE},
53 54		the cost of which "Schedule of Lea			000	an	d are described on the atta	ached
55 56	L,						(CHECK ONE) expense Buyer Brokerage shall be	
57				3% No	n CMLS	listing	<u> </u>	
58	M.	Other:	endent lease valu	annraigal by F	aul Knigh	t a otate	e certified appraiser. Appr For space adaptation to be	raisal to be at landlord
59		tenant's choice.	Landlord not to	inreasonably wit	hhold app	roval. Ten	ant to receive first right	of refusal on purchase
60		ft. Tenant shall	have the exclusiv	re discretion in	consulta	tion with	pendent appraisal, price no space planner to determine planning fees for build ou	the total square
61				BINDING	PROVIS	SIONS		
63 64	will constitute tl	ne legally binding ties in pursuing th	and enforceable	agreement of	Tenant	and Land	ragraphs (collectively, th dlord (in recognition of t ration of their mutual u	ne "Binding Provisions") the significant costs to be ndertakings as to the
66 67 68	A. <u>Reasona</u>	accep		pproval, execu			se their reasonable efforts on or before the terminati	
69 70 71 72 73 74	B. <u>Confiden</u>	retain party so obt its rea	any documents, or on its behalf fained before or	work papers and a such other after the executed based on the execution have any information.	nd other in party as ion hereo	material (a a result o of, and wi	and any reproductions the	ection therewith, whether is so obtained and will use
75	Page 2 of 4	Te	nant's Initials				Page 2 of 4	Landlord's Initials

IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION





76 77 78 79 80 81	7 3)		Exclusive Dealings.	Provisions have been will not enter into any Premises to any other agreements or unders	terminated pursually negotiations, dis r person or entity; standings for the p	ant to Paragraph F t cussions, agreemen and (ii) Tenant will urpose of leasing ar	Il parties thereto or unt pelow, whichever occu ts or understandings for not enter into any neg ny real property other that the MLS / CMLS sys	rs sooner; (i) Landlord or the purpose leasing the otiations, discussions, han the Premises.
82 83			<u>Broker</u> .	It is acknowledged by transaction by acting	y the parties that the parties as agent for the parties.	ne brokers or salesp arties during their n	ersons designated above egotiations.	ve have participated in the
84 85 86	i		Costs.	Tenant and Landlord including without lim at any time in connec	itation expenses o	f their legal counse	all of their own respectly, accountants and other	ctive costs and expenses, er representatives incurred
87 88 89 90 91 92 93			<u>Termination</u> .	Tenant and Landlord: executed by all partie that the termination o the Binding Provision	s by	en notice by any parvisions shall not affinition. Upon term	; pro- ect the liability of a par nination of the Binding	the Lease has not been
94	G.		Notice of Confirmation	on of Consent to Dual	Agency. The unc	lersigned confirm the	hat they have previous	lv
95 96 97				consented to	Amber Neal f and specifically	("Licensee") a		in providing brokerage
98				Please initial.	Tenant	Tenant	Landlord	Landlord
99	Н.	٠ ;	<u>Authority</u> .	Tenant and Landlord	each warrant to th	e other that it has th	ne power and authority	to execute this LOI.
101 102 103	basis of status Rights	of , u s A	race, color, religion, r infavorable discharge Act. The parties agree	national origin, sex, an from military service, to comply with all app	cestry, age, marita sexual orientation, olicable federal, st	l status, physical or , or any other class ate and local fair ho		ilial status, military of the Illinois Human
105	PEOR	ΙΑ	AREA ASSOCIATION (OF REALTORS® AND TH	<i>IE PEORIA COUNT</i>	TY BAR ASSOCIATIO	ON APPROVAL DOES N	SUPERVISION OF THE NOT CONSTITUTE AN PTICULAR TRANSACTION.

IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION





<u>TENANT</u>	LANDLORD
Tenant's Signature	
Richard White - as authorized agent of IPOPIF	Landlord's Signature
Printed Name	City of Peoria - An Illinois municipality Printed Name
	419 Fulton Street
Street Address	Street Address
	Peoria IL 61602
City, State and Zip	City, State and Zip
Telephone #	Telephone #
Fax#	Fax #
E-Mail	E-Mail
Tenant's Signature	Landlord's Signature
Printed Name	Printed Name
Street Address	Street Address
City, State and Zip	City, State and Zip
Telephone #	Telephone #
Fax #	Fax #
E-Mail	E-Mail
Richard J Reimer, Esq	
Tenant's Attorney	Landlord's Attorney
15 Spinning Wheel Road ~ Suite 310, Hinsdale, IL 60521	
Address	Address
630-654-9547	
Telephone #	Telephone #
630-654-9676 Fax#	E#
rax# rreimer@rdlaborlawpc.com	Fax #
E-Mail	E-Mail
Amber Neal/ Jim Maloof Realtor	NON CMLS
Broker/Agent	Listing Broker/Agent
803 W. Pioneer Parkway - Peoria, IL 61615	<i>5</i>
Address	Address
309-696-9310	
Telephone #	Telephone #
Fax #	Fax #
aneal@maloofrealty.com	Γάλ #
E-Mail	E-Mail
Page 4 of 4 Tenant's Initials	Page 4 of 4 Landlord'