

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (hereinafter "Lease") made as of May 19, 2006 by and between **REGIONS BANK**, an Alabama state banking corporation (hereinafter "Landlord") and **HUMAN SERVICE CENTER** (hereinafter "Tenant").

WITNESSETH

WHEREAS, Landlord is the owner of property located at 210 Northeast Madison, Peoria, IL ("Landlord's Property"); and

WHEREAS, Landlord's Property contains a number of parking spaces; and

WHEREAS, Tenant desires to lease a portion of Landlord's parking area for Tenant's use and Landlord is agreeable to doing so.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PREMISES:** Landlord leases to Tenant and Tenant leases from Landlord the premises more particularly described and shown outlined as the "Premises" on Exhibit "A" attached hereto and made a part hereof. Said Premises contains thirty-five (35) parking spaces. Tenant accepts the Premises in "AS IS" condition, with all faults and without any warranties or representations by Landlord as to the condition thereof.

2. **TERM:** The term (hereinafter the "Term") of this Lease shall commence on the same date this Agreement is fully executed by Landlord and Tenant, (hereinafter "Commencement") and shall end December 31, 2006 (Lease Expiration Date). This

Lease shall automatically renew for twelve (12) month periods, provided Tenant is not in default. Should Tenant desire to terminate the lease at the end of any twelve (12) month period, Tenant shall give Landlord written notice of its intention to do so no later than sixty (60) days prior to the expiration of the current term.

3. **RENT:** Beginning June 1, 2006 and thereafter during the Term of this Lease and ending on the Lease Expiration Date, Tenant shall pay to Landlord an amount equal to One Thousand Two Hundred Thirty-nine Dollars (\$1,239.00) per month ("Rent").

The base rental amount and additional rent (including without limitation, late fees) shall hereinafter be collectively referred to as "Rent."

(a) **Payment of Rent.** Except as otherwise specifically provided in this Lease, Rent shall be payable in lawful money without demand, and without offset, counterclaim, or setoff in monthly installments, in advance, on June 1, 2006 and thereafter on the 1st of every month during the Term of this Lease. If, on more than one (1) occasion during any twelve (12) month period, Tenant tenders payment to Landlord for monies due under this Lease and said check is returned for insufficient funds or is otherwise not negotiable, all subsequent payments must be made and will only be accepted in the form of certified funds. In any event, if Tenant's check is returned for insufficient funds or is otherwise not negotiable, Tenant shall reimburse Landlord for any and all fees incurred by Landlord as a result of Tenant's returned check. Rent shall be paid to Landlord at the following address:

CB Richard Ellis
AAF Regions Bank
PO Box 6074
Hicksville, NY 11802-6074

(b) **Late Charge.** Tenant shall pay to Landlord an administrative charge that shall be 10% per month or the maximum rate provided by law on all past-due amounts of Rent payable hereunder, such charge to accrue from the date upon which such amount was due until paid.

4. **USE OF THE PREMISES:** The Premises is leased for the sole purpose of providing additional parking for Tenant's employees and customers and for no other purpose. Tenant agrees that it will not use or allow its customers and/or employees to use any portion of Landlord's remaining property for parking cars or for any other purpose.

Tenant may not and shall not assign its rights hereunder or sublet the Premises or any part thereof and any attempt to do so shall be void.

Tenant shall indemnify and hold harmless Landlord of and from all fines or penalties imposed by law arising by reason of the violation by Tenant of any laws, rules, ordinances or regulations or other governmental requirements relating to the conduct of business in the Premises, or the use or occupancy thereof, issued by any governmental authority having jurisdiction over the Premises.

Tenant agrees to conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create any nuisance, or interfere with, annoy or disturb any other tenant or Landlord. There shall be no loitering in or about parking area.

5. **PUBLIC LIABILITY INSURANCE:** Throughout the Term, or any extensions thereof, Tenant shall maintain insurance against public liability for injury to person(s) (including death) or damage to property occurring on the Premises arising either directly or indirectly out of the use thereof by Tenant and all other licensees, employees, invitees or customers of Tenant. Such insurance shall be with minimum single limits of \$1,000,000.00 for personal injury, death or property damage and Landlord shall be named as additional insured under said policy. Tenant shall deliver to Landlord continuous certificates of such insurance naming Landlord as additional insured and containing an agreement by the insurer that said policy may not be canceled without at least ten (10) days prior written notice to Landlord.

6. **INDEMNIFICATION:** Tenant shall save, defend and hold Landlord harmless from and against any and all losses, claims, damages, suits, causes of action and costs, including but not limited to attorneys' fees and costs of litigation, as well as, the cost of any appeal resulting there from arising after the commencement of the Term hereof in connection with any injury to person or property or from loss of life sustained in or about the Premises. It is the intention and agreement that Landlord shall not be

liable and Tenant shall indemnify and hold harmless Landlord from and against any personal injuries or damage to Tenant or its officers, agents, and employees or to other persons or to any occupant of the Premises or for any injury to property of Tenant or of any occupant of any part of the Premises, irrespective of how the same may be caused.

7. **SECURITY AND MAINTENANCE:** Landlord will not provide security for the Premises and Tenant shall be responsible for providing whatever security it deems necessary to secure the Premises. Landlord shall have no liability for theft, damage or bodily harm occurring on the Premises. Any security measures proposed by Tenant shall be presented to Landlord, in writing, and Landlord shall have approved such, in writing, prior to their installation and/or implementation. Landlord shall have no duty to maintain or illuminate the Premises.

8. **OPTION TO CANCEL:** Either party may terminate this Agreement with thirty (30) days written notice to the other party of such election.

9. **NOTICE:** All notice or demands required or permitted to be given or served pursuant to this Agreement shall be deemed to have been given or served only if in writing, postage and or shipping charges pre-paid and sent by Federal Express or Certified Mail, Return Receipt Requested:

LANDLORD:

Regions Bank
Attention: Portfolio Administration
7130 Goodlett Farms Parkway, ALE
Cordova, TN 38016

TENANT:

Human Service Center
600 Fayette Street
PO Box 1346
Peoria, IL 61654-1346

Either party may change the above addresses by serving notice to the other as provided above.

11. **SURRENDER OF PREMISES UPON TERMINATION:** At the end of the Term hereof, Tenant shall surrender the Premises to Landlord without notice or demand by Landlord in as good a condition as exists as of the date hereof.

12. **GENERAL PROVISIONS:**

(a) This Agreement shall be governed by the internal laws of the State of Illinois without regard to and excluding its principles of conflicts of laws.

(b) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

(c) All representations, agreements, covenants and warranties made herein shall survive the termination or expiration of the Lease provided for herein.

(d) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid. The section headings are for convenience only and shall not affect the construction hereof.

(e) Time is of the essence in the performance of each parties' respective obligations.

(f) This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

(g) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

(h) All periods of time shall include Saturdays, Sundays and legal holidays; provided that, if the last day to perform any act or give notice falls on a Saturday, Sunday or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

(i) This Lease constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(j) This Lease shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant, representation, warranty or other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(k) If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

(l) The parties hereby agree that each party and its attorneys have reviewed and revised this Lease and that the normal rule of construction, to the effect that

any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Lease and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto, and all other agreements and instruments referred to herein, are hereby incorporated by reference into this Lease, as fully as if copied herein verbatim.

(m) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Lease as a whole and not to any specific article, section or subsection hereof. The word "party" or "parties" means only those persons or entities who are signatories to this Lease. The terms "include," "includes," "including," or words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Lease means one or other or both, or any one or ones or all, of the items, entities or persons in connection with which the words are used.

THIS AGREEMENT SHALL NOT BE RECORDED.

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

LANDLORD:

Regions Bank, an Alabama
state banking corporation

BY: *John G. Arnold*

TITLE: *V.P. of Corporate Services*
Director

TENANT:

Human Service Center

BY: *Michael G. Kennedy*

TITLE: *v.p. & Chief Operating Officer*

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID JTB FAYE-2	DATE (MM/DD/YYYY) 05/15/06
Negley Associates Inc. P.O. Box 206 388 Pompton Ave. Cedar Grove, NJ 07009		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Fayette Companies Human Service Center Behavioral Health Advantages, Inc. P.O. Box 1346 Peoria IL 61654-1346		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Mental Health Risk Retention	
		INSURER B: Scottsdale Insurance Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURED I TR INSURE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CCL0001470	09/01/05	09/01/06	EACH OCCURRENCE \$1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				UNDEVELOPED PREMISES (Ea occurrence) \$300000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$5000
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROD- ECT <input type="checkbox"/> LOC <input type="checkbox"/>				PERSONAL & ADV INARY \$1000000 GENERAL AGGREGATE \$1000000 PRODUCTS - COMP/PROP AGG \$1000000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	DAMAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AGG \$
B	EXCESS/UMBRELLA LIABILITY	XLS0011990	09/01/05	09/01/06	EACH OCCURRENCE \$300000
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				AGGREGATE \$300000
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$0				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	IF YES, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYER \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab	CCL0001470	09/01/05	09/01/06	Ea Claim 1000000 Aggregate 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Limits shown are those at policy inception. Certificate holder added as additional insured with regard to insured's lease for parking spaces.

CERTIFICATE HOLDER

Regions Bank
Attn: Portfolio Administration
7130 Goodlett Farms Pkwy, ALE
Cordova TN 38016

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Janet M. Harwick, CIC, CISR *Janet Harwick*

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.