LEASE

FOR

REGIONAL LAW ENFORCEMENT TRAINING CENTER

BETWEEN

CHAMPAIGN COUNTY, ILLINOIS AS LANDLORD

AND

ILLINOIS LAW ENFORCEMENT ALARM SYSTEM AS TENANT

1701 EAST MAIN STREET URBANA, ILLINOIS

LEASE SCHEDULE

1. Landlord and Address: Champaign County, Illinois

1776 E. Washington Urbana, IL 61802

Attention: Denny Inman

2. Tenant and Address: Illinois Law Enforcement Alarm System

1905 East Main Street Urbana, Illinois 61802 Attention: James Page

3. Date of Lease: September 1, 2007

4. Premises: Approximately twenty-three (23) acres, including a one hundred twenty

thousand (120,000) square foot building (the "Building") and a five (5) bay garage (the "Garage"), commonly known as 1701 East Main Street, Urbana, Illinois, 61802, and further depicted on Exhibit A attached hereto and

incorporated by this reference herein

5. Term: September 1, 2007 to December 31, 2010

6. Commencement Date: September 1, 2007

7. Expiration Date: December 31, 2010

8. Rent: Two Million Eight Hundred Thirty Thousand Dollars (\$2,830,000)

9. Options: Two (2) options of three (3) years each upon the same terms as provided for in

this Lease (with certain exceptions listed in Lease) exercisable at any time during the Term (as the same may be extended) upon ninety (90) days prior

written notice

10. Broker(s): No Broker

11. Landlord Agent: For purposes of this Lease, Champaign County Administrator of Facilities and

Procurement shall be the Agent of Landlord.

12. Tenant Agent: For purposes of this Lease, the ILEAS Executive Director shall be the Agent

of Tenant.

EXHIBITS

A - PLAN OF PREMISES

B - WORK LETTER AGREEMENT

C - JANITORAL SERVICES

LEASE

THIS LEASE, made this 1st day of September, 2007 between CHAMPAIGN COUNTY, ILLINOIS ("Landlord") and ILLINOIS LAW ENFORCEMENT ALARM SYSTEM ("Tenant").

WITNESSETH:

That Landlord hereby leases to Tenant the premises (the "Premises") described in Paragraph 4 of the Lease Schedule. This Lease begins on <u>September 1, 2007</u> and terminates on <u>December 31, 2010</u>, with the options set forth in Section 2 of this Lease. This Lease supersedes and replaces any previous lease agreement between Landlord and Tenant.

IN CONSIDERATION THEREOF, THE PARTIES COVENANT AND AGREE:

- 1. RENT. Tenant shall pay to Landlord rent ("Rent") in a lump sum amount of Two Million Eight Hundred Thirty Thousand Dollars (\$2,830,000) on September 1, 2007. Included in this Rent is \$30,000 which the Landlord shall distribute into the budget for 1701 E. Main St. as a maintenance line item for the said lease premises to pay for any necessary repairs to the said premises which are not anticipated by either party at the commencement of this lease term. Should this \$30,000 not be expended in its entirety for such repairs during the lease term for the said premises, the Landlord shall be allowed to transfer the remaining balance to its general corporate fund.
- 2. <u>OPTION TO REOPEN</u>. As set forth in paragraph 9 of the Lease Schedule, upon Expiration of this Lease, Tenant shall have two (2) options of three (3) years each to enter into a new lease agreement for the same Premises ("Option"). To exercise each Option, Tenant must inform the Landlord of its intent in writing not less than ninety (90) days of the Expiration of the then current Lease. The conditions of such new lease will be identical to this Lease with the following exceptions:
 - A. Rent. At the time Tenant exercises the Option to Reopen, it is anticipated the annual rent shall be based upon a charge of \$5 per square foot for the total square footage occupied by the Tenant as office space.
 - B. Term. Lease term shall be for three (3) years.
 - C. <u>Tenant Duties</u>. Tenant shall take over payment of all gas, electric, and water/sewage expenses upon commencement of the first Option.

3. UTILITIES AND SERVICES.

- A. <u>Landlord's Obligations</u>. Landlord shall provide the following services at Landlord's sole expense:
 - (1) Heating and air conditioning of those portions of the Building as are further identified on Exhibit A (the "Office Area") during dates and times the Office Area is used by Tenant.
 - (2) Lighting of the Building, the Garage and parking lot during appropriate hours, depending upon seasons of the year.
 - (3) Hardwired access to the Champaign County fiber network.
 - (4) Emergency generator maintenance and routine testing to assure its reliability.
 - (5) Potable water and sanitary sewer service in such amounts within the Building as Tenant may reasonably require.

- (6) Outdoor parking facilities consisting of at least one hundred twenty-five (125) improved surface parking spaces as set forth in Exhibit A "Parking Area". Upon a showing of a need for additional temporary parking and upon approval of the Landlord's Agent, Tenant may use the parking areas set forth in Exhibit A "Overflow Parking" provided such Overflow Parking does not inhibit the flow of traffic of the Landlord.
- (7) Snow removal of parking lot and sidewalks on the Premises whenever snowfall accumulates to more than one (1) inch.
- (8) Ice removal of the parking lot and sidewalks on the Premises whenever ice accumulates on said parking lot or sidewalks.
- (9) Landscaping of the Premises, including maintenance of outdoor furniture, tree trimming, flower and shrub maintenance, and grass cutting.
- (10) Janitorial services of the Office Area under the conditions set forth in Exhibit C.
- (11) General cleaning of the entire Building upon completion of the renovations set forth in Appendix B. "General cleaning" includes, but is not limited to, removal of all garbage, clean and mop all restrooms, wash and clean all floors and carpets, wash windows (inside and out), clean and repair any gutters and downspouts, and pest abatement.
- (12) Until such time as the renovations set forth in Exhibit B are completed and Tenant can occupy the Premises, Landlord agrees that Tenant may use the facilities located in the basement of 1905 E. Main Street, Urbana, IL 61802.
- B. <u>Tenant's Obligations</u>. Tenant shall provide the following duties and utilities at its expense:
 - (1) Telephone, communication systems, and cable usage.
 - (2) Janitorial services in the areas designated in Exhibit A as the "Training Areas" and the "Garage".
 - (3) Internet and network wiring internal to the Premises.
 - (4) Security system installation and maintenance.
 - (5) Furniture for offices and classrooms.
 - (6) Training equipment and supplies.
 - (7) Daily management oversight of the entire Premises, including management of sublease accounts and room rentals.

4. USE.

A. <u>Use</u>. Tenant shall use and occupy the Premise as a training center for homeland security education activities including classroom training, live-action scenarios and related and ancillary activities for law enforcement officers, emergency responders, security personal and or other persons requesting such training. Tenant may also use the Premises as part of an Emergency Response Center in the advent of a national, state, or local emergency. Landlord warrants the Premises has all necessary zoning requirements to permit said use. Tenant is allowed to use firearm simulators on the lease premises, but is absolutely prohibited from the use of live ammunition on the said premises at any time during this Lease.

- B. <u>Fixtures</u>. Any furniture, fixtures and equipment remaining at the facility when Tenant takes possession, may be utilized by the Tenant for the duration of the Lease. The Tenant and the Landlord will mutually develop a list of said remaining furniture, fixtures and equipment upon Tenant taking possession of the Premises.
- C. <u>No Violation of Laws</u>. Tenant shall not occupy or use the Premises or permit the use or occupancy of the Premises for any purpose or in any manner which would violate any present or future federal, state or local law, ordinance or regulation.
- D. <u>Environmental Protection</u>. Tenant shall not cause any violation of any present or future federal, state or local law, ordinance or regulation related to environmental conditions in or about the Premises, including, but not limited to, the illegal: use, generation, release, manufacture, refining, production, processing, or disposal of any "Hazardous Substances" (as defined in Paragraph 4E) in or about the Premises. Landlord represents and warrants to Tenant that no Hazardous Substances are present on, under or at the Premises upon the commencement of this Lease. Tenant is allowed to utilize exercise simulations which would simulate the use of hazardous substances, as defined in Paragraph 4E.
- E. <u>Hazardous Substances</u>. As used in this Section 3, "Hazardous Substances" shall mean and include, without limitation, flammables, explosives, radioactive materials, asbestos containing materials (ACMs), polychlorinated byphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, petroleum and petroleum products, chlorofluorocarbons (CFCs) and substances declared to be hazardous or toxic under any present or future federal, state or local law, ordinance or regulation.

5. <u>ALTERATIONS</u>.

- A. <u>Approvals</u>. Tenant may make alterations to the Premises upon receiving written consent of the Landlord's Agent. Upon receiving a written request for alterations, the Landlord's Agent must provide Tenant with written acceptance, rejection, or request for more information within thirty (30) days of said request. Failure to provide a written acceptance, rejection, or request for more information within thirty (30) days will be deemed acceptance of Tenant's request for alteration.
- B. <u>Consent</u>. As a condition to granting its consent to any alteration, Landlord may impose reasonable requirements, including, without limitation, requirements as to the manner and time for the performance of such alteration and the type and amount of insurance and bonds Tenant must acquire and maintain during the course of performance of such alteration.
- C. <u>Expenses</u>. Tenant shall pay the entire cost of any alteration (except such alterations as are further provided for in the Work Letter Agreement). If both parties can come to an agreement, Landlord may pay the alteration expenses and recoup those expenses from Tenant with a monthly lease payment. If Landlord pays for the alterations, the alterations become permanent and the property of Landlord.
- D. <u>Compliance with Laws</u>. Each alteration shall be performed in a good and workmanlike manner using new grades of materials; in full compliance with all applicable laws, ordinances and governmental regulations, rules and requirements; and in full compliance with all insurance rules, orders, directions, regulations and requirements.
- 6. <u>CONDITION OF PREMISES</u>. Tenant shall notify Landlord in writing within ninety (90) days upon completion of the renovations set forth in Appendix B of any defects in the Premises claimed by Tenant. Landlord shall repair and/or replace any and all defects in the Premises claimed by Tenant within ninety (90) days from Landlord's receipt of Tenant's written notice as aforementioned. Except for defects stated in such notice, Tenant shall be conclusively presumed to have accepted the Premises in the condition existing on the date Tenant first takes possession and to have waived all claims relating to the condition of the Premises. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises (including the Building or the Garage), and no representation

regarding the condition of the Premises (including the Building or the Garage) has been made by or on behalf of Landlord to Tenant, except as stated in this Lease and its attachments.

7. MAINTENANCE.

- A. <u>Landlord's Obligations</u>. Landlord agrees to maintain and to make all necessary repairs, replacements or alterations to the Premises including, but not limited to, the (i) foundations, roofs, gutters and downspouts, exterior walls, structural columns and structural beams of the Building and the Garage; (ii) the mechanical, electrical and plumbing equipment and lines serving the Building and the Garage; and (iii) to keep the parking areas, sidewalk and landscaping on the Premises in good order and repair. As used in this Lease, "roof" and "exterior walls" include glass, windows, doors, window sashes or frames, door frames and office fixtures. Tenant shall give Landlord written notice of any defects, necessary repairs or maintenance of which Tenant has knowledge in connection with the Premises.
 - (1) If Landlord does not respond within 30 days of said written notice from Tenant about necessary repairs and/or replacements, Tenant may contract with an agent to make the necessary repairs. Landlord shall promptly compensate Tenant in full for costs of said repairs and/or replacements.
- B. <u>Tenant's Obligations</u>. Tenant, at its expense, shall perform such maintenance and repairs to the Premises as is required as a result of Tenant's training activities or resulting from the use of the Premises as an Emergency Response Center.
- 8. <u>UNTENANTABILITY</u>. If the Premises are substantially destroyed or rendered untenantable by fire or other casualty, Landlord shall repair and rebuild the Premises with reasonable diligence, but in any event within one hundred twenty (120) days of such casualty. If any such fire or other casualty renders the Premises or any portion thereof untenantable, the rent paid by Tenant hereunder shall be rebated by Landlord to Tenant in an amount bearing the same ratio to the total amount of rent for the period of untenantability as the untenantable portion of the Premises bears to the entire Premises during the period beginning with the date of such fire or other casualty and ending with the date when the Premises are again rendered tenantable. In the event the Premises cannot be repaired and/or rebuilt within one hundred twenty (120) days of such casualty, Tenant shall have the right to terminate this Lease and all rent paid by Tenant (minus such amount of prorated rent during Tenant's possession of the Premises) hereunder shall be returned to Tenant within thirty (30) days from Landlord's receipt of Tenant's notice to terminate this Lease.

9. ASSIGNMENT AND SUBLETTING.

- A. <u>Consent.</u> Tenant shall not without the prior written consent of the Landlord's Agent in each instance (which consent will not be unreasonably withheld):
 - (1) assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of Tenant in this Lease, in whole or in part, by operation of law or otherwise; or
 - (2) sublet all or any part of the Premises.

Additionally, Tenant is specifically prohibited from asking for the written consent of Landlord's Agent for permission to assign or sublet any portion of this Lease to another entity unless they are a not-for-profit corporation whose primary purpose is public safety. Moreover, any prospective assignee or sublesee must provide the Landlord with a Certificate of Insurance acceptable to the Landlord before permission to assign or sublet any portion of this Lease can be granted by the Landlord.

10. LANDLORD'S AND TENANT'S RIGHTS AND REMEDIES.

A. <u>Tenant Default</u>. If Tenant defaults in any part of this Lease, and such default continues for more than thirty (30) days after Landlord provided written notice of said default, Landlord may terminate this

Lease agreement and order Tenant to vacate the Premises within thirty (30) days. In the event of a default by Tenant hereunder, Landlord may seek any legal or equitable remedies allowable under the laws of the State of Illinois including, but not limited to (a) the right to sue for damages incurred by Landlord as a result of Tenant's default; and (b) the right to an injunction or specific performance.

- B. <u>Landlord Default</u>. If Landlord defaults in any part of this Lease, and such default continues for more than thirty (30) days after Tenant provided written notice of said default, Tenant may terminate this Lease agreement and vacate the Premises within thirty (30) days. In the event of a default by Landlord hereunder, Tenant may seek any legal or equitable remedies allowable under the laws of the State of Illinois including, but not limited to (a) the right to sue for damages incurred by Tenant as a result of Landlord's default; and (b) the right to an injunction or specific performance.
- C. <u>Additional Damages</u>: Termination of this Lease agreement under this paragraph 10 does not prohibit either party from seeking full compensation for damages, actual or perceived, through other legal means that resulted from the default of this Lease. Nor is termination of this Lease agreement necessary to seek full compensation for damages, actual or perceived, through other legal means that resulted from the default of this Lease.

11. RIGHTS RESERVED TO LANDLORD. Landlord shall have the following rights:

- A. Pass keys. To have pass keys to the Premises.
- B. <u>Inspections</u>. To enter the Premises for the purpose of making inspections, repairs, alterations or improvements relating to any portion of the Building or the Garage during reasonable hours, and at any time in the event of an emergency. However, Landlord must provide prior notice to Tenant of any entry into the Premises designated as "Training Area" in Exhibit A at any time the "Training Area" is in use.
- C. <u>Janitorial</u>. To enter the Premises for the purpose of janitorial services set forth in Exhibit C. Landlord agrees to provide Tenant with a list of prospective janitorial personnel, along with the necessary identifying information, so Tenant can perform a background check on the personnel. Landlord and Tenant agree that any janitorial personnel who does not meet the security needs of Tenant (as determined by Tenant), shall not be given access to the Premises. Landlord agrees to replace said janitorial personnel with someone who meets Tenant's security needs.
- 12. NOTICES. All notices to be given by one party to the other under this Lease shall be in writing, mailed or delivered as follows: If to Landlord, at the place where rent is payable; if to Tenant, at the Premises; provided that either party may, by notice to the other, from time to time designate another address to which notice shall thereafter be addressed. Mailed notices shall be sent by United States Certified or Registered Mail, postage prepaid. Such notices shall have been deemed to have been given by posting in the United States Mails.

13. <u>MISCELLANEOUS</u>.

- A. <u>Remedies Cumulative</u>. All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law or statute.
- B. <u>Landlord's Title</u>. Landlord's title to the lease premises herein is and always shall be paramount to any interest of the Tenant by virtue of this Lease, and nothing herein contained shall empower the Tenant to do any act which can, shall or may encumber the title of Landlord to these lease premises.
- C. <u>No Personal Liability</u>. No person, partnership, corporation or other organization executing this Lease in a representative capacity for Landlord or Tenant shall be held individually liable hereunder in the absence of fraud, provided such person, partnership, corporation or other organization acted with due authority and the intended principals are bound.

- D. <u>No Waiver</u>. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default, if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.
- Entire Agreement. This Lease and the Exhibits attached to this Lease set forth all the covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings (the "Representations" collectively) between Landlord and Tenant concerning the Premises, and there are no Representations, either oral or written, between them other than those in this Lease. This Lease supersedes and revokes all previous negotiations, estimates of the initial and/or future amounts of Rent, arrangements, letters of intent, offers to lease, reservations of space, lease proposals, brochures, Representations and information conveyed, whether oral or in writing, between the parties or their respective representatives, agents, brokers, salespersons or any other person purporting to represent Landlord or Tenant. Landlord and Tenant acknowledge that they have not been induced to enter into this Lease by any Representations not set forth in this Lease, they have not relied on any such Representations, and no such Representations shall be used in the interpretation or construction of this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing signed by both parties.
- F. Force Majeure. Neither Landlord nor Tenant shall be responsible for delays in either party's performance hereunder caused by war, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, failure of power or reduction or interruption in the furnishing of power, water, sewer, electricity, gas or other services or utilities, strikes, material shortages, lockouts, picketing, either legal or illegal, fuel shortages, accidents or other cause or causes beyond the reasonable control of such party. Any such failure shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages or relieve Tenant from performance of its obligations under this Lease.
- G. <u>Counterparts</u>. This Lease may be executed in any number of counterparts. Each such executed counterpart shall be deemed an original hereof and all such executed counterparts shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidenced by such executed counterpart.
- H. Governing Law. The laws of the State of Illinois shall govern this Lease.
- I. <u>Severability</u>. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- J. <u>Sections</u>. The section, paragraph and subparagraph headings of this Lease are for convenience only and in no way limit or enlarge the scope or meaning of the language contained in the body of this Lease.
- K. <u>Brokers</u>. Tenant represents that Tenant has not dealt with any broker in connection with this Lease, and that insofar as Tenant knows no broker negotiated this Lease or is entitled to any commission in connection therewith. Tenant indemnifies and holds harmless Landlord, and their respective agents and employees, from all claims of any broker or brokers claiming to have worked with or at the direction of Tenant in connection with this Lease.
- L. <u>Authority</u>. If Tenant is a corporation, it represents and warrants that this Lease has been executed in its name by its authorized officers pursuant to resolutions duly adopted by its Board of Directors.

- M. <u>Time</u>. Time is of the essence of this Lease and the performance of all obligations under this Lease.
- N. <u>Federal Funding</u>. The parties acknowledge Tenant receives a significant portion of its annual budget from federal funding. In the event Tenant fails to receive at any time federal funding for Tenant's use provided for in Section 3 of this Lease in amounts acceptable to Tenant, in Tenant's sole discretion, Tenant may terminate this Lease and, upon such termination, Landlord and Tenant shall be relieved of any and all further obligations hereunder.
- O. <u>Signage</u>. Tenant may place on the Premises a sign or signs designating the Premises as the ILEAS Training Center with approval of Landlord's Agent.
- P. <u>Attorneys' Fees</u>. If either party should prevail in any litigation, arbitration or other legal proceeding instituted by or against the other related to this Lease, the prevailing party shall receive from the non-prevailing party all costs and reasonable attorneys' fees incurred in such proceeding, including costs on appeal.

[Signatures on following page]

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

TENANT:

LANDLORD:

ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

CHAMPAIGN COUNTY, ILLINOIS

By:

By:

C. Pius Weibel

Title: 0 \$ 24/07 8 x 9 cu T VE CHESTE

Title: County Board Chair

Champaign County, Illinois

EXHIBIT A

PLAN OF PREMISES

1701 E. Main Street Urbana, Illinois 61802

This Lease Amendment is made this 1st day of April, 2009 between Champaign County, Illinois ("Landlord") and the Illinois Law Enforcement Alarm System ("Tenant").

IN CONSIDERATION THEREOF, THE PARTIES COVENANT AND AGREE:

- 1. Pursuant to Section 2 of the original LEASE, entitled, <u>OPTION TO REOPEN</u>, and the LEASE SCHEDULE Sections Five (5), Six (6), Seven (7), Eight (8) and Nine (9), the parties hereby agree to extend the lease as follows:
 - a. The original three year lease period from September 1, 2007 through December 31, 2010 is hereby extended until December 31, 2011.
 - In consideration for the Lease extension, Tenant will pay rent to the Landlord of \$300,000 to be paid in full by May 15th, 2009.
- The original <u>OPTION TO REOPEN</u> will continue in force starting with two three-year options to reopen; the first three year option beginning on January 1st, 2012.
- 3. Pursuant to Section 4 of the Lease Schedule and Exhibit B of the original LEASE, the Landlord and the Tenant agree that the following modifications be made:
 - a. The Landlord shall provide at least three heated garage bays on site at 1701 E. Main, Urbana, Illinois. These bays are identified as:
 - The two west heated bays of the north Champaign County Highway garage building
 - ii. The west bay of the Champaign County Emergency Management Agency garage
 - iii. The Landlord shall also provide 3,600 square feet of storage space to ILEAS, at a site selected by the Landlord.
 - b. The Tenant shall provide alarm service for the three heated bays on site.
 - c. The parties agree to the amended Exhibit B as attached herein.

TENANT:	LANDLORD
Illinois Law Enforcement Alarm System	Champaign County, Illinois
Ву:	By: Coffin Watel
Title: Ex. DIFECTER	Title: Chapage Cuty Bod Chair

1701 E. Main Street Urbana, Illinois 61802

This Lease Amendment is made this 1st day of November, 2009 between Champaign County, Illinois ("Landlord") and the Illinois Law Enforcement Alarm System ("Tenant").

IN CONSIDERATION THEREOF, THE PARTIES COVENANT AND AGREE:

- 1. Pursuant to Section 2 of the original LEASE, entitled, <u>OPTION TO REOPEN</u>, and the LEASE SCHEDULE Sections Five (5), Six (6), Seven (7), Eight (8) and Nine (9), the parties hereby agree to extend the lease as follows:
 - a. The original three year lease period was from September 1, 2007 through December 31, 2010
 - b. On April 9, 2009 the original lease was amended and extended to December 31, 2011.
 - c. This Amendment extends the lease until December 31, 2012.
 - d. In consideration for the Lease extension, Tenant will pay rent to the Landlord of \$419,000 to be paid in full by November 30, 2009.
 - e. The \$419,000 lease payment for 2012 shall be discounted by \$3,000 to accommodate the annual \$1,000 membership fee for the Champaign County Sheriff's Office to have access to the ILEAS training facility for FY2010, FY2011 and FY2012, resulting in a total payment of \$416,000 by ILEAS.
- 2. The original <u>OPTION TO REOPEN</u> will continue in force starting with two three-year options to reopen; the first three year option beginning on January 1st, 2013.
- 3. Pursuant to Section 3 of the Lease Schedule of the original LEASE, the Landlord and the Tenant agree that the following modifications be made:
 - A. <u>Landlord's Obligations</u>. Landlord shall provide the following services at Landlord's sole expense:
 - (3) Hardwired access to the Champaign County fiber network and access and completion of a redundant fiber loop on the Champaign County Campus.

TENANT: Illinois Law Enforcement Alarm System	LANDLORD Champaign County, Illinois
By:	By: C. Jan Weile
Title: Executive Director	Title: County Board Chair

1701 E. Main Street Urbana, Illinois 61802

This Lease Amendment is made this 1st day of November, 2010 between Champaign County, Illinois ("Landlord") and the Illinois Law Enforcement Alarm System ("Tenant").

IN CONSIDERATION THEREOF, THE PARTIES COVENANT AND AGREE:

- 1. Pursuant to Section 2 of the original LEASE, entitled, <u>OPTION TO REOPEN</u>, and the LEASE SCHEDULE Sections Five (5), Six (6), Seven (7), Eight (8) and Nine (9), the parties hereby agree to extend the lease as follows:
 - a. The original three year lease period was from September 1, 2007 through December 31, 2010
 - b. On April 9, 2009 the original lease was amended and extended to December 31, 2011.
 - c. On November 1, 2009 the original lease was extended to December 31, 2012.
 - d. This Amendment extends the lease until December 31, 2013.
 - e. In consideration for the Lease extension, Tenant will pay rent to the Landlord of \$419,000 to be paid in full by November 30, 2010.
 - f. The \$419,000 lease payment for 2013 shall be discounted by \$1,000 to accommodate the annual \$1,000 membership fee for the Champaign County Sheriff's Office to have access to the ILEAS training facility for FY2013, resulting in a total payment of \$418,000 by ILEAS.
- 2. The original <u>OPTION TO REOPEN</u> will continue in force starting with two three-year options to reopen; the first three year option beginning on January 1st, 2014.
- 3. Pursuant to Section 3 of the Lease Schedule of the original LEASE, the Landlord and the Tenant agree that the following modifications be made:
 - A. <u>Landlord's Obligations</u>. Landlord shall provide the following services at Landlord's sole expense:
 - (3) Hardwired access to the Champaign County fiber network and access and completion of a redundant fiber loop on the Champaign County Campus.

TENANT: Illinois Law Enforcement Alarm System	LANDLORD Champaign County, Illinois
Ву:	By: C. Jin Well
Title: 84 DIRSCIER	Title: Champaign County Board Chair

1701 E. Main Street Urbana, Illinois 61802

This Lease Amendment is made this <u>23</u> day of <u>SETEM 327</u>, 2013 between Champaign County, Illinois ("Landlord") and the Illinois Law Enforcement Alarm System ("Tenant").

WITNESSETH:

- On September 1, 2007, Landlord and Tenant made a lease for approximately 23 acres and buildings, commonly known as 1701 East Main Street, Urbana, Illinois. The original three year lease period was from September 1, 2007 through December 31, 2010.
- 2. On April 9, 2009 the original lease was amended and extended to December 31, 2011 (first extension).
- 3. On November 1, 2009 the original lease was extended to December 31, 2012 (second extension).
- On November 1, 2010, the original lease was extended to December 31, 2013 (third extension).
- 5. This Amendment extends the lease from January 1, 2014 until December 31, 2016.

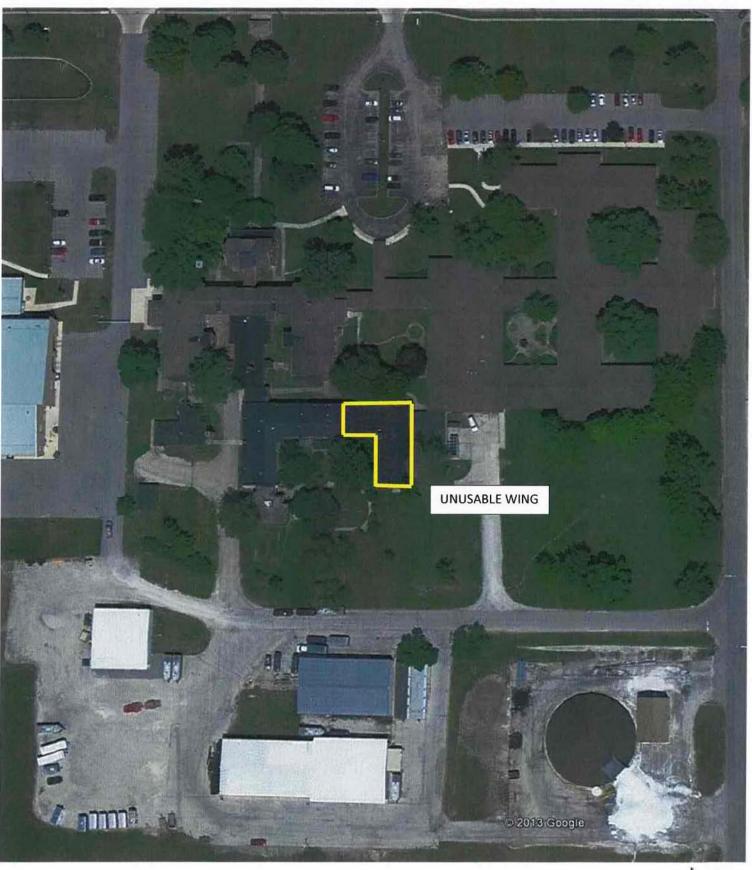
IN CONSIDERATION THEREOF, THE PARTIES COVENANT AND AGREE:

- The parties hereby agree to extend the lease as follows:
 - a. This Amendment extends the lease from January 1, 2014 until December 31, 2016.
 - b. In consideration for the Lease extension, Tenant will pay rent to the Landlord. The rent will be calculated as follows. The square footage noted in this paragraph is solely for purposes of the calculation of rent and does not modify the description of the premises as depicted in Exhibits A and B.
 - For the year beginning January 1, 2014 a lump sum of \$435,945 paid on or before December 31, 2013 and calculated as follows:
 - \$5.25 per square foot of office space in the amount of 52,600 square feet totaling \$276,150.
 - \$2.10 per square foot of storage / training space in the amount of 68,950 square feet, totaling \$144,795.
 - 3. A one time payment of \$16,000 for use of fiber lines on the premises for the duration of this lease and the options to reopen.
 - With credit for \$1,000 to accommodate the annual \$1,000 membership fee for the Champaign County Sheriff's Office to have access to the ILEAS training facility.
 - ii. For the year beginning January 1, 2015 a lump sum of \$428,363.90 paid on or before December 31, 2014. Said amount is discounted by \$1,000 to accommodate the Sheriff's Office membership fee.
 - iii. For the year beginning January 1, 2016 a lump sum of \$436,951.18 paid on or before December 31, 2015. Said amount is discounted by \$1,000 to accommodate the Sheriff's Office membership fee.

- c. The parties acknowledge Tenant receives a significant portion of its annual budget from federal funding. In the event Tenant fails to receive at any time federal funding in amounts acceptable to Tenant, in Tenant's sole discretion, Tenant may terminate this Lease and, upon such termination, Landlord and Tenant shall be relieved of any and all further obligations hereunder.
- The original <u>OPTION TO REOPEN</u> will continue in force, as modified in Section 3 of this Amendment, starting with two three-year options to reopen; the first three year option beginning on January 1st, 2017.
- 3. The Landlord and the Tenant agree that the following modifications be made:
 - a. One wing of approximately 15 rooms, totaling approximately 5,650 square feet of training / storage space, situated on the south side of the originally described Building and further depicted on Exhibit A attached hereto and incorporated by reference herein, is no longer suitable for use. It is not included in the calculations made in this Amendment. Landlord will take reasonable steps to demolish the unusable wing.
 - b. Paragraph 4 of the Lease Schedule is stricken and replaced with the following language: Approximately twenty three (23) acres, including a one hundred twenty thousand (120,000) square foot building (the "Building"), commonly known as 1701 East Main Street, Urbana, Illinois, 61802, two bays on the west side of the building commonly known as 1705 East Main Street, Urbana, Illinois, 61802, one bay on the west side of the building commonly known as 1709 East Main Street, Urbana, Illinois 61802 and 3,600 square feet of the building commonly known as 1707 East Main Street, Urbana, Illinois 61802 and further depicted on Exhibit B attached hereto and incorporated by this reference herein.
 - c. Paragraph 2(c) Option to Reopen Tenant Duties is stricken. In recognition of the improvements to the premises that were funded by the original lump sum lease payment made by Tenant, the parties agree that Landlord will continue to pay gas, electric, and water/sewer expenses through the two three-year options to reopen.

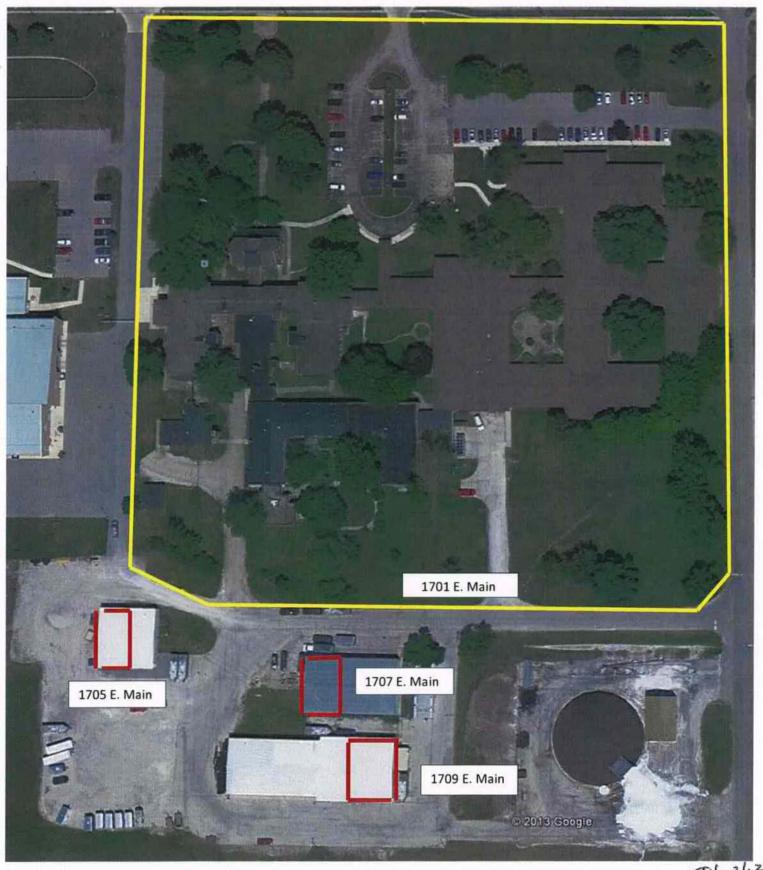
TENANT:	LANDLORD
Illinois Law Enforcement Alarm System	Champaign County, Illinois
ву:	Ву:
Title: Executive Disease	Title: Ckan

EXHIBIT A



09/23/13

EXHIBIT B



09/23/13