

AMENDMENT  
to the  
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

This Amendment to the Lease for Regional Law Enforcement Training Center is made this 1st day of December 2022 between Champaign County, Illinois ("Landlord") and the Illinois Law Enforcement Alarm System ("Tenant").

Landlord and Tenant made a Lease on April 1, 2017, for premises commonly known as 1701 East Main Street, Urbana, Illinois. The term of the lease was from April 1, 2017, through December 31, 2020. On April 23, 2019, Tenant exercised its first option to reopen the Lease, extending the term through December 31, 2023. On December 8, 2020, Tenant exercised its second option to reopen the Lease, extending the term through December 31, 2026.

Landlord and Tenant have recently learned that State funding may be available to make permanent modifications to the premises.

In consideration thereof, the parties covenant and agree:

The lease is extended through December 31, 2032. Through that date, the original Lease, and its terms, as modified by the December 8, 2020, option to reopen, remain the same except for the term of the lease and the rent.

Paragraphs 5 and 7 of the Lease Schedule and the introductory language of the Lease should be read with the termination date of December 31, 2032.

Paragraph 8 of the Lease Schedule and Paragraph 1 of the Lease should be read with the following language added.

For the year from January 1, 2021, through December 31, 2021, a total of \$396,951.91.  
For the year from January 1, 2022, through December 31, 2022, a total of \$416,799.51.  
For each of the succeeding calendar years, 2023 through 2032, a total amount adjusted for CPI-U.

Rent for years "adjusted for CPI-U" will be determined by increasing the rent for the previous year by a percentage equal to the percentage increase, from the year prior to the due date of the first installment to the year of the due date of the first installment, in the "Semiannual Average – First Half" of the Consumer Price Index – All Urban Consumers (CPI-U) published by the Department of Labor. However, Rent will never increase more than 5% in one year, regardless of CPI-U.

The total rent for each year will be paid in two equal installments. The first installment for each year will be paid on November 15 preceding the year, or within sixty days of receipt of an invoice from Champaign County, whichever is later. The second installment for each year will be paid on November 15 of the year, or within sixty days of receipt of an invoice from Champaign County, whichever is later.

This Amendment shall be attached to the Lease as an Exhibit #1. All other provisions of the Lease not expressly modified as stated above remain in full force and effect.

In witness whereof, the parties have executed this lease the day and year first above written.

TENANT:  
Illinois Law Enforcement Alarm System

By:  \_\_\_\_\_

Title: EXECUTIVE DIRECTOR

LANDLORD  
Champaign County, Illinois

By:  \_\_\_\_\_

Title: 01 - 04 - 2023



1701 E. Main  
Urbana, Illinois 61802  
217-328-3800  
www.ileas.org

December 8, 2020

**David Snyders**  
Sheriff  
Stephenson  
County  
President

**Michael Metzler**  
Chief  
Mahomet  
Vice-President

**Brian VanVickle**  
Sheriff  
Ogle County  
Treasurer

**Dave Summer**  
Chief  
Fox Valley Park  
District  
Secretary

**Sean Reynolds**  
Chief  
Salem  
Sergeant-at-Arms

**James Page**  
ILEAS  
Executive Director

Darlene Kloeppel, County Executive  
Brookens Administrative Center  
1776 East Washington  
Urbana, Illinois 61802

Ms. Kloeppel:

After recent discussions with the County, ILEAS now exercises the SECOND option to reopen the Lease for Regional Law Enforcement Training Center, which is the lease for approximately ten and one half acres and buildings commonly known as 1701 East Main Street, Urbana, Illinois.

Champaign County and ILEAS made the lease April 1, 2017. The lease was set to expire December 31, 2020. On April 23, 2019, ILEAS exercised its option to reopen the Lease, extending the Lease through December 31, 2023. Paragraph 2 of the Lease provides ILEAS with two three-year options to reopen. ILEAS is exercising its second three-year option to reopen, extending the Lease through December 31, 2026.

The agreements memorialized in the Lease Schedule and Lease will remain the same, except for the term of the lease and the rent.

Paragraphs 5 and 7 of the Lease Schedule and the introductory language of the Lease should be read with the termination date of December 31, 2026.

The notice dated April 23, 2019, contained a table with the rent that ILEAS expected to pay in 2021, 2022 and 2023. Based on conversations between ILEAS and the County after that date, ILEAS now believes the agreed rent for those years, and the next three will be as follows.

Paragraph 8 of the Lease Schedule and Paragraph 1 of the Lease should be read with the following language added.

For the year from January 1, 2021, through December 31, 2021, a total of \$396,951.91.

For the year from January 1, 2022, through December 31, 2022, a total of \$416,799.51.

For each of the next four calendar years, 2023 through 2026, a total amount adjusted for CPI-U.

Rent for years "adjusted for CPI-U" will be determined by increasing the rent for the previous year by a percentage equal to the percentage increase, from the year prior to the due date of the first installment to the year of the due date of the first installment, in the "Semiannual Average - First Half" of the Consumer Price Index - All Urban Consumers (CPI-U) published by the Department of Labor. However, Rent will neither decrease nor increase more than 5% in one year, regardless of CPI-U.

The total rent for each year will be paid in two equal installments. The first installment for each year will be paid on November 15 preceding the year, or within sixty days of receipt of an invoice from Champaign County, whichever is later. The second installment for each year will be paid on November 15 of the year, or within sixty days of receipt of an invoice from Champaign County, whichever is later.

Paragraph 2 of the lease provides that the options to reopen are exercisable at any time during the term (as the same may be extended) but requires 90-days prior written notice. This letter is intended to be the required written notice. The lease names the Champaign County Administrator as the agent of the landlord. We are sending the notice to you as County Executive, with a copy to Dana Brenner as Facilities Director. Please let us know if you believe this notice should be given to other officers or agents of Champaign County.

Sincerely,

  
Executive Director

CC: Dana Brenner, Facilities Director, Champaign County  
Dave Snyders, President, ILEAS

**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: Richard Snider, County Administrator
2. Tenant and Address: Illinois Law Enforcement Alarm System  
1701 East Main Street  
Urbana, Illinois 61802  
Attention: James Page, Executive Director
3. Date of Lease: April 1, 2017
4. Premises: Approximately ten and one half (10.5) acres commonly known as 1701 East Main Street, Urbana, Illinois (depicted in Exhibit A as "1701 East Main"), including the usable portions of a building on that land (depicted in Exhibit B as "Usable Building"); 2,030 square feet on the west side of the storage building located at 1705 East Main Street, Urbana, Illinois (depicted in Exhibit A as "1705 East Main"), 3,400 square feet of the storage building at 1707 East Main Street, Urbana, Illinois (depicted in Exhibit A as "1707 East Main"), and 1,044 square feet on the east side of the storage building at 1709 East Main Street, Urbana, Illinois (depicted in Exhibit A as "1709 East Main").
5. Term: April 1, 2017, to December 31, 2020
6. Commencement Date: April 1, 2017
7. Expiration Date: December 31, 2020
8. Rent: For the partial year from April 1, 2017, through December 31, 2017, a total of \$233,756.91, calculated as follows: \$5.57 per square foot of office / training space in the amount of 49,309 square feet and \$2.23 per square foot of garage / basement space in the amount of 16,603 square feet.
- For the year from January 1, 2018, through December 31, 2018, a total of \$342,843.40, calculated as follows: \$6.13 per square foot of office / training space in the amount of 49,309 square feet and \$2.45 per square foot of garage / basement space in the amount of 16,603 square feet.
- For the year from January 1, 2019, through December 31, 2019, a total of \$360,088.60, calculated as follows: \$6.44 per square foot of office / training space in the amount of 49,309 square feet and \$2.57 per square foot of garage / basement space in the amount of 16,603 square feet.
- For the year from January 1, 2020, through December 31, 2020, a total of \$378,049.44, calculated as follows: \$6.76 per square foot of office / training space in the amount of 49,309 square feet and \$2.70 per square foot of garage / basement space in the amount of 16,603 square feet.
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, the Champaign County Administrator 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 - USABLE BUILDING and UNOCCUPIED BUILDING**

**C - TRAINING AREAS**

## **LEASE**

THIS LEASE, made this 1<sup>st</sup> day of April, 2017, 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 April 1, 2017, and terminates on December 31, 2020, 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") as set forth below.

For the partial year from April 1, 2017, through December 31, 2017, a total of \$233,756.91, to be paid in two installments. Tenant will pay the first installment in the amount of \$77,918.97 by August 15, 2017, or within sixty days of receipt of an invoice from Landlord, whichever is later. Tenant will pay the second installment in the amount of \$155,837.94 by November 15, 2017, or within sixty days of receipt of an invoice from Landlord, whichever is later.

For the year from January 1, 2018, through December 31, 2018, a total of \$342,843.40, to be paid in two installments. Tenant will pay the first installment in the amount of \$171,421.70 by November 15, 2017, or within sixty days of receipt of an invoice from Landlord, whichever is later. Tenant will pay the second installment in the amount of \$171,421.70 by November 15, 2018, or within sixty days of receipt of an invoice from Landlord, whichever is later.

For the year from January 1, 2019, through December 31, 2019, a total of \$360,088.60, to be paid in two installments. Tenant will pay the first installment in the amount of \$180,044.30 by November 15, 2018, or within sixty days of receipt of an invoice from Landlord, whichever is later. Tenant will pay the second installment in the amount of \$180,044.30 by November 15, 2019, or within sixty days of receipt of an invoice from Landlord, whichever is later.

For the year from January 1, 2020, through December 31, 2020, a total of \$378,049.44, to be paid in two installments. Tenant will pay the first installment in the amount of \$189,024.72 by November 15, 2019, or within sixty days of receipt of an invoice from Landlord, whichever is later. Tenant will pay the second installment in the amount of \$189,024.72 by November 15, 2020, or within sixty days of receipt of an invoice from Landlord, whichever is later.

2. **OPTION TO REOPEN.** As set forth in paragraph 9 of the Lease Schedule, Tenant shall have two (2) options of three (3) years each exercisable at any time during the Term (as the same may be extended) upon ninety (90) days prior written notice to enter into a new lease agreement for the same Premises ("Option"). 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 an annual increase of 2% of the rates indicated above.

B. **Term.** Lease term shall be for three (3) years.

3. **UTILITIES AND SERVICES.**

A. **Landlord's Obligations.** Landlord shall provide the following services at Landlord's sole expense:

- (1) Heating and air conditioning of the usable portions of the building on 1701 East Main Street (depicted in Exhibit B as "Usable Building") during dates and times used by Tenant.
- (2) Lighting of the buildings and parking lots 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 Usable Building as Tenant may reasonably require.
- (6) Outdoor parking facilities consisting of at least one hundred twenty-five (125) improved surface parking spaces.
- (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 Usable Building. Landlord will provide 20 hours a week of interior janitorial service, to include supplies, to the Tenant to cover the Usable Building. The schedule will be mutually agreed upon by Landlord and Tenant. Interior janitorial service will consist of the following:
  - empty garbage – daily
  - dust – twice weekly
  - vacuum all carpets and rugs – twice weekly
  - mop all tile or vinyl floors – twice weekly
  - clean bathrooms ( this includes, but is not limited to, sinks, floors, toilets, mirrors, refill paper supplies and soaps) – daily
  - wash windows (inside and out) – twice annually
  - carpet cleaning – annually
  - clean light fixtures – as required by Tenant
  - pest abatement – as required by Tenant



(11) **Securing of Unused Building(s).** Landlord will seal those portions of the buildings on 1701 East Main Street that are not to be occupied by Tenant or other persons (depicted in Exhibit B as "Unoccupied Building"). The seals will be made in a reasonable manner and will include a visible notice not to enter those portions of the buildings.

B. **Tenant's Obligations.** Tenant shall provide the following duties and utilities at its expense:

- (1) Telephone, communication systems, and cable usage.
- (2) Janitorial services in the leased portions of 1705, 1707 and 1709 East Main Street.
- (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.
- (8) Monitoring seals of Unused Building(s). Tenant will monitor the seals installed by Landlord on those portions of the buildings on 1701 East Main Street that are not to be occupied by Tenant or other persons (depicted in Exhibit B as "Unoccupied Building"). Tenant will, within a reasonable time, notify Landlord if Tenant finds a seal has been altered or other evidence that someone has entered the Unoccupied Building.

4. **USE.**

A. **Use.** Tenant shall use and occupy the Premise as a training center for law enforcement, homeland security, emergency responder, and other education activities including classroom training, live-action scenarios and related and ancillary activities for law enforcement officers, emergency responders, security personnel 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. **Fixtures.** Any furniture, fixtures and equipment at the facility as of April 1, 2017, may be utilized by the Tenant for the duration of the Lease.

C. **No Violation of Laws.** 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. Environmental Protection. 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. Hazardous Substances. As used in this Section 3, "Hazardous Substances" shall mean and include, without limitation, flammables, explosives, radioactive materials, asbestos containing materials (ACMs), polychlorinated biphenyls (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. ALTERATIONS.**

A. Approvals. 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. Consent. 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. Expenses. Tenant shall pay the entire cost of any alteration. 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. Compliance with Laws. 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. CONDITION OF PREMISES. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises, and no representation regarding the condition of the Premises has been made by or on behalf of Landlord to Tenant, except as stated in this Lease and its attachments.

## **7. MAINTENANCE.**

A. Landlord's Obligations. 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 buildings (except the Unoccupied Building); (ii) the mechanical, electrical and plumbing equipment and lines serving the buildings (except the Unoccupied Building); 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.

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. Tenant's Obligations. 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. UNTENANTABILITY. If the Premises are substantially destroyed or rendered untenable 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 untenable, 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 untenability as the untenable 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.

Assignment. Tenant shall not without the prior written consent of the Landlord's Agent in each instance (which consent will not be unreasonably withheld) 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.

Sublease. Tenant shall not without the prior written consent of the Landlord's Agent (which consent will not be unreasonably withheld) sublet all or any part of the Premises. Once Landlord has provided written consent of a sublease, Tenant need not obtain written consent to extend the same sublease.

As of April 1, 2017, Tenant subleases to the following entities: the LEAS Foundation, the Illinois Medical Emergency Response Team (IMERT), the Urbana Firefighters Local 1147, and Vertex. As to these subleases, Tenant need not obtain written consent to continue or extend the subleases.

Tenant will not 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, or a contractor with federal agencies that are required by federal contract to maintain office space in buildings owned by governmental entities. Any future prospective assignee or sublessee 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. Tenant Default. 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. Landlord Default. 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. Additional Damages. 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. Inspections. To enter the Premises for the purpose of making inspections, repairs, alterations or improvements relating to any portion of the buildings 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 C at any time the "Training Area" is in use.

C. Janitorial. To enter the Premises for the purpose of janitorial services. 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 and hand delivered to (if to Landlord) the County Administrator, or (if to Tenant) the Executive Director, or mailed by United States Certified or Registered Mail, postage prepaid, and addressed as follows:

(if to Landlord)  
Champaign County, Illinois  
1776 E. Washington  
Urbana, IL 61802  
Attention: Richard Snider, County Administrator

(if to Tenant)  
Illinois Law Enforcement Alarm System  
1701 East Main Street

Urbana, Illinois 61802  
Attention: James Page, Executive Director

Such notices shall have been deemed to have been given on the date posted in the United States Mails. Either party may, by notice to the other, from time to time designate another address to which notice shall thereafter be addressed.

**13. MISCELLANEOUS.**

A. Remedies Cumulative. 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. Landlord's Title. 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. No Personal Liability. 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. No Waiver. No waiver of any default of either party hereunder shall be implied from any omission by the other party 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.

E. 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. Counterparts. 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. Severability. 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. Sections. 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. Brokers. 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. Authority. 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. Time. Time is of the essence of this Lease and the performance of all obligations under this Lease.

N. Federal Funding. 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 4 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. Signage. 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. Attorneys' Fees. 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.

Q. Early Termination. At the discretion of either party, this Lease may be terminated prior to the expiration date, with or without cause. Said termination shall be in writing stating the effective date of termination. The effective date shall not be earlier than nine months after the date of the written notice of termination. Upon termination, Tenant shall pay Landlord the appropriate pro-rated payment for the rent prior to the termination.

*[Signatures on following page]*



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

**TENANT:**

**ILLINOIS LAW ENFORCEMENT  
ALARM SYSTEM**

By: \_\_\_\_\_

**Title: Executive Director  
Illinois Law Enforcement  
Alarm System**

**LANDLORD:**

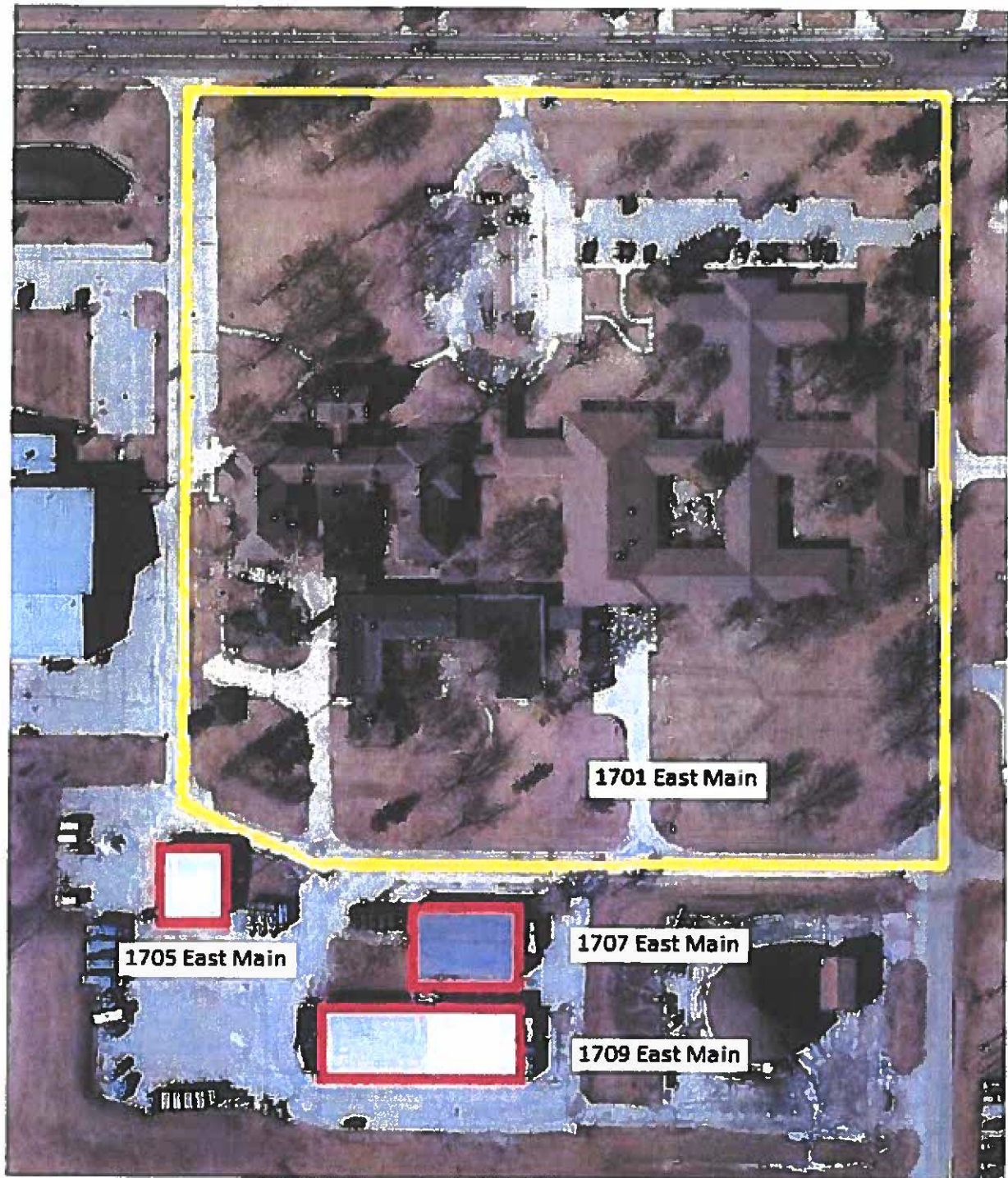
**CHAMPAIGN COUNTY, ILLINOIS**

By: \_\_\_\_\_

**Title: County Board Chair  
Champaign County, Illinois**

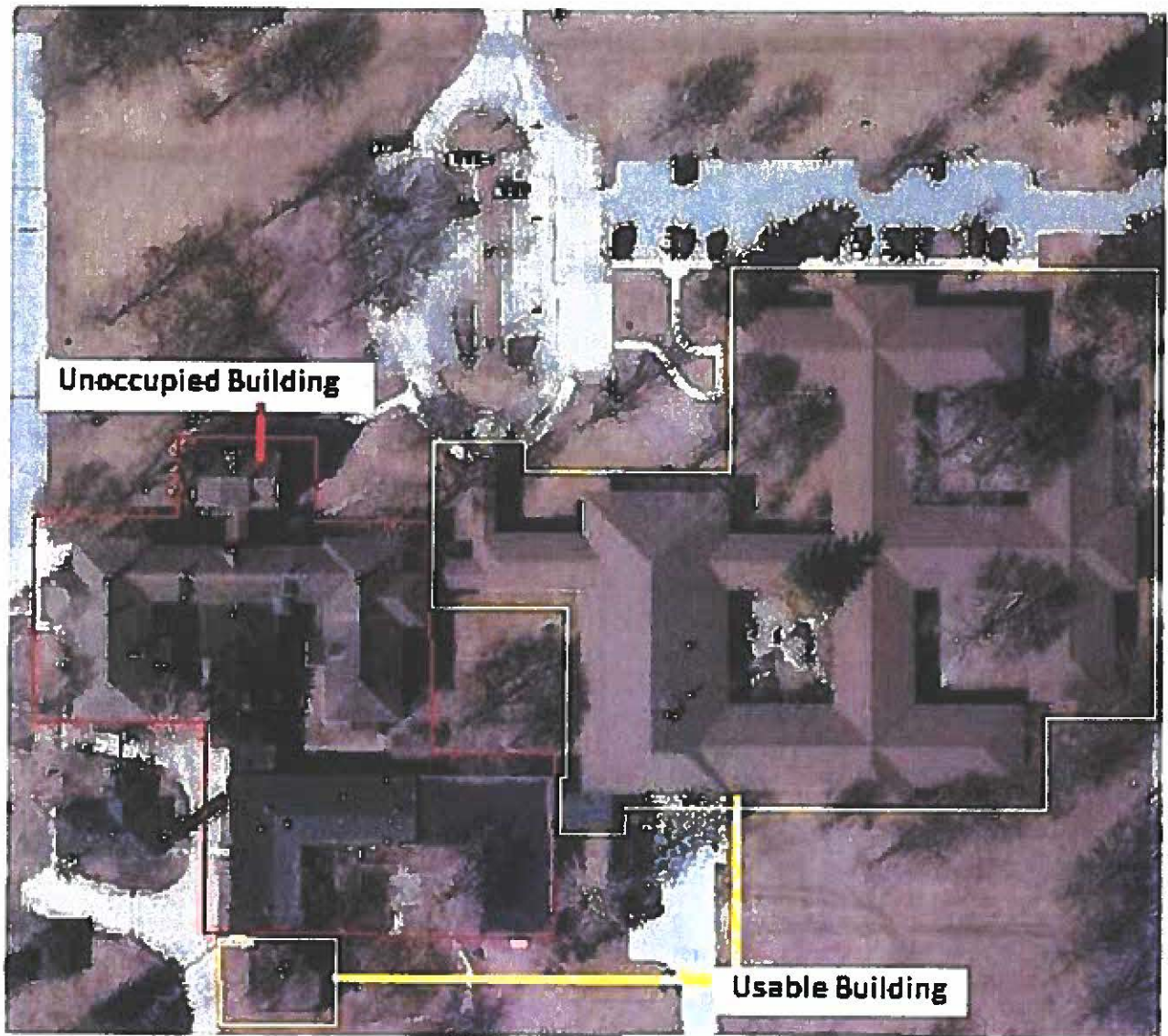


**EXHIBIT A**





**EXHIBIT B**



**EXHIBIT C**

