

16AM 12-19

Kendall County Public Safety Center Lease Agreement

This Lease Agreement (Lease) is made and entered into as of August 21, 2012 (the Effective Date), by and between the Landlords, the County of Kendall (hereinafter referred to as "County") and The Kendall County Public Building Commission (hereinafter referred to as "PBC") and the Tenant, the Kendall County Emergency Phone Service and Communications Board (hereinafter referred to as "KenCom") and Kendall County Sheriff (hereinafter referred to as "KCS").

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County, KCS & PBC (hereinafter collectively referred to as "Landlord") hereby leases to KenCom (hereinafter referred to as "Tenant") and KenCom hereby leases from the Landlord the premises, being the lower level of the Public Safety Center, located at 1102 Cornell Lane, Yorkville, Kendall County, Illinois, consisting of approximately Four Thousand Five Hundred (4,500) square feet (hereinafter referred to as "Premises"), for the purpose of KenCom providing multiple agency dispatching services and 911 call answering services for Kendall County. Said Premises are shown on Exhibit A hereto and excludes all common spaces as defined herein.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the shared use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant's use of the Premises).

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of ten (10) years commencing on September 1, 2012 and terminating on the last day of August, 2022. "Lease Term" or "Term" shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.3 below). This Lease Agreement may be terminated at anytime if agreed in writing by Landlord and Tenant.

2.2 Option Periods. Provided (a) Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, Tenant may extend the Term for two, successive, five year option periods by giving notice of exercise thereof (Option Notice) to Landlord at least 12 full months before the expiration of the term of the lease or, in the event of the second, five year option, 12 full months before the expiration of the first, five year option period. If Tenant delivers a valid Option Notice, the Term shall thereby be extended on all the terms and provisions contained in this Lease, except that the number of Option Periods remaining shall in each instance be reduced by one and the rental payments shall be adjusted as set forth in section 3.2.

2.3 Renovation of Premises by Landlord. Landlord has agreed to renovate the premises prior to the tenant taking possession. The work to be performed by the Landlord includes interior walls, doors, electrical, plumbing, heating and air conditioning, flooring, and a new entrance to the Premises. Landlord's Work for the renovation of the Premises shall be deemed approved by Tenant upon taking possession of the Premises on July 1st, 2012. Any disagreement arising between Landlord and Tenant about the work to be performed by Landlord shall be resolved by the decisions of Landlord's architect.

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$100,000.00 per year, with the year start date commencing on September 1, 2012, for a total of ten (10) years from the date of the lease. Tenant shall make quarterly rental payments in the amount of \$25,000.00, commencing on September 1, 2012 and each full payment shall be made by the first day of the quarter thereafter (December, March, June, & September).

Year of Lease	Sept	Dec	March	June	Total
Year 1 (09/01/12-08/31/13)	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Year 2 (09/01/13-08/31/14)	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Year 3 (09/01/14-08/31/15)	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Year 4 (09/01/15-08/31/16)	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Year 5 (09/01/16-08/31/17)	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Year 6 (09/01/17-08/31/18)	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Year 7 (09/01/18-08/31/19)	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Year 8 (09/01/19-08/31/20)	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Year 9 (09/01/20-08/31/21)	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Year 10 (09/01/21-08/31/22)	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000

3.2 Option Rental Payment. At the end of the first 10 years of this Agreement, the Tenant, may exercise the option for two, successive five year option periods as set forth in section 2.2. The Tenant shall pay to Landlord Rent for the said Premises in the amount of \$45,000.00 per year in year 11, with an annual increase of 2.5% per year for years 12-20. Tenant shall make quarterly rental payments in the amount set forth below.

Year of Lease	Sept	Dec	March	June	Total
Option Period #1					
Year 11 (09/01/22-08/31/23)	\$11,250	\$11,250	\$11,250	\$11,250	\$45,000
Year 12 (09/01/23-08/31/24)	\$11,531	\$11,531	\$11,531	\$11,531	\$46,124
Year 13 (09/01/24-08/31/25)	\$11,819	\$11,819	\$11,819	\$11,819	\$47,276
Year 14 (09/01/25-08/31/26)	\$12,115	\$12,115	\$12,115	\$12,115	\$48,460
Year 15 (09/01/26-08/31/27)	\$12,418	\$12,418	\$12,418	\$12,418	\$49,672
Option Period #2					
Year 16 (09/01/27-08/31/28)	\$12,728	\$12,728	\$12,728	\$12,728	\$50,912
Year 17 (09/01/28-08/31/29)	\$13,046	\$13,046	\$13,046	\$13,046	\$52,184
Year 18 (09/01/29-08/31/30)	\$13,372	\$13,372	\$13,372	\$13,372	\$53,488
Year 19 (09/01/30-08/31/31)	\$13,707	\$13,707	\$13,707	\$13,707	\$54,828
Year 20 (09/01/31-08/31/32)	\$14,050	\$14,050	\$14,050	\$14,050	\$56,200

3.3 Security Deposit. No security deposit will be required as part of this lease.

3.4 Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the premise is as set forth above in sections 3.1 and 3.2.

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenant or the Landlord during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this agreement unless agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods.

5. COMMON AREA.

5.1 Common Area. "Common Area" is defined as all areas and facilities within the Public Safety Center not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is shown in Exhibit A), and facilities, utilities, or equipment outside the Public Safety Center which serve the Public Safety Center or any other County or PBC facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Public Safety Center that may from time to time exist. Common Areas shall include the roofs and exterior walls of buildings in the Public Safety Center, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Public Safety Center and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Public Safety Center without Tenant's consent so long as it does not unreasonably impede Tenant's use of the Premises. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord for the Public Safety Center. If Tenant believes that a specific rule or regulation will unreasonably impede Tenant's use of Premises, Tenant shall provide prompt, written notice to Landlord and shall provide a detailed explanation as to how the rule or regulation shall impede Tenant's use of Premises. Upon receipt of such written notice, Landlord shall confer with Tenant before implementing the rule or regulation. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Public Safety Center. If unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons.

Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons.

6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord and any parties designated by Landlord as additional insured. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, September 1, 2012 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance (unless Landlord and Tenant enter into a written agreement executed by both parties allowing the same). Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Public Safety Center. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance. Tenant's coverage shall be primary insurance as respects Landlord, its officers, agents, and employees. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant's insurance and shall not contribute with it. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3 Tenant's Other Insurance. Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant's fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than replacement value. Tenant shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer's liability insurance with a limit of not less than \$1,000,000.00 each accident.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall

require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord's employees, agents, representatives, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

7.6 Effective Date for Article 7. All terms and conditions as set forth in Article 7 shall only apply if: Tenant is not listed as an additional insured on Landlord's insurance policies and/or Tenant fails to timely reimburse Landlord for Tenant's share of its insurance premiums and deductibles. The parties agree that this Section shall not become effective simply because Tenant purchases a supplemental workers' compensation insurance policy through a separate insurance carrier, provided that Tenant maintains all other insurance coverage through the Landlord's insurance policy and promptly reimburses Landlord for Tenant's share of the insurance premiums and deductibles.

8. USE.

8.1 The Premises shall be used for 911 emergency telephone communications and public safety dispatching services as set forth in the Intergovernmental Agreement Creating Kendall County Emergency Phone Service and Communication Board (Ken Com) dated November 18, 2010 or as amended during the term of this Lease. It is acknowledged that Ken Com has the right to provide 911 dispatch and related services to other entities not part of the Intergovernmental agreements. The failure by Tenant to use the Premises pursuant to this Article 8.1 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party without the written consent of the Landlord.

8.2 Tenant agrees to allow the Landlord use and access to the mechanical/computer room for the purpose of storing operational computer and electronic equipment including 2 exclusive plus 1 shared computer cabinets and 2 exclusive plus 1 shared computer server racks, including needed wiring and equipment necessary to operate said equipment used by Landlord or KCS. For purposes of this paragraph, "exclusive" refers to the computer cabinets and computer server racks to be used primarily by Landlord. "Shared" refers to computer cabinets and computer server racks to be used by both Landlord and Tenant. The allotted area designated for the Landlord/KCS shall not exceed the floor space of the mechanical/computer room shown in Exhibit A. Each party shall be responsible for its own equipment and maintenance thereof. The location of the mechanical/computer room is identified on Exhibit A. In

addition, additional work space necessary for the maintenance and monitoring of the computer and electronic equipment located with the mechanical/computer room shall be allowed as mutually agreed by Tenant and Landlord. Both parties' use of the mechanical/computer room shall not materially adversely affect either party's use or operations in this area.

8.3 Landlord has the authority to make modification and improvements to the Premises, as reasonably deemed necessary to accomplish its statutory functions.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant's Obligations. After the Landlord pays the first Five Thousand Dollars (\$5,000) per calendar year for repairs and annual maintenance to the heating and air conditioning (HVAC) equipment, which shall be used primarily by Tenant for heating and cooling of the Premises (known as "System 9"), the Tenant agrees to pay any additional costs, excluding any Landlord employee costs, for any calendar year. A diagram of the "System 9" (AHU-01-09) HVAC system to be used on the Premises is attached as Exhibit B. All other major repair costs and annual maintenance to the building shall be paid by Landlord as set forth in Paragraph 9.2 below.

9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Public Safety Center including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise (not covered in 9.1).

10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling emergency 911 telephone calls, which shall be paid by the Tenant.

10.2 Landlord's Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install any

equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Public Safety Center.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Public Safety Center free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

12.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice (after notice provided in 12.1) or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises. (Landlord shall provide written notice to Tenant at the time Landlord believes it has the rights contained in 12.2(c).)

13. DESTRUCTION.

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Public Safety Center that cannot be repaired within ninety (90) calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction, either Landlord or Tenant may terminate this Lease at the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any outside exterior signs, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances. It is agreed Direction signage mutually agreeable to all parties shall be allowed at the outside entrance and in common area for Tenant.

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply when required with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior or mechanical, electrical, or plumbing systems of the Premises, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises. This section shall not apply to any batteries or computer parts used by Tenant in the normal course of its business, provided all applicable rules are followed in their use.

16. RIGHT OF ENTRY.

16.1 Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the

terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY'S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES.

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or . All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

21. MISCELLANEOUS.

21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without all other parties' prior written consent. Such consent shall not be unreasonably withheld if the transfer occurs simply because Tenant has changed its name or converted to a 501(c)(3) tax-exempt organization or corporation, provided that Tenant is able to prove that its operations, management and membership have not substantially changed when the Tenant's name change or corporate status change occurred.

21.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior written Premises Lease agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties regarding the Premises other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.


21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

21.10 PBC Obligations. All parties to this Lease agree that any and all rights, responsibilities, or obligations of the PBC shall cease upon the transfer of ownership of the Public Safety Center from the PBC to the County of Kendall. All other terms of the Lease shall remain in full effect after the transfer and the County of Kendall shall be considered the sole Landlord.

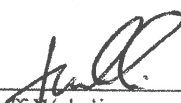
21.11 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD


John Purcell
County Board Chairman
Kendall County, Illinois
111 W. Fox Street
Yorkville, Illinois 60560

LANDLORD:


Jeff Wehrli
Chairman
Kendall County Public Building Commission
111 W. Fox Street
Yorkville, Illinois 60560

TENANT:


Gregory Witek, Chairman
Kendall County Emergency Phone Service and Communications Board
1102 Cornell Lane
Yorkville, Illinois 60560

KENDALL COUNTY SHERIFF

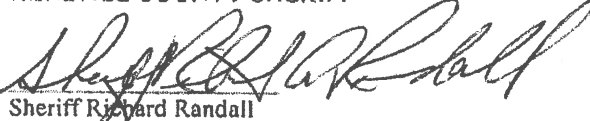
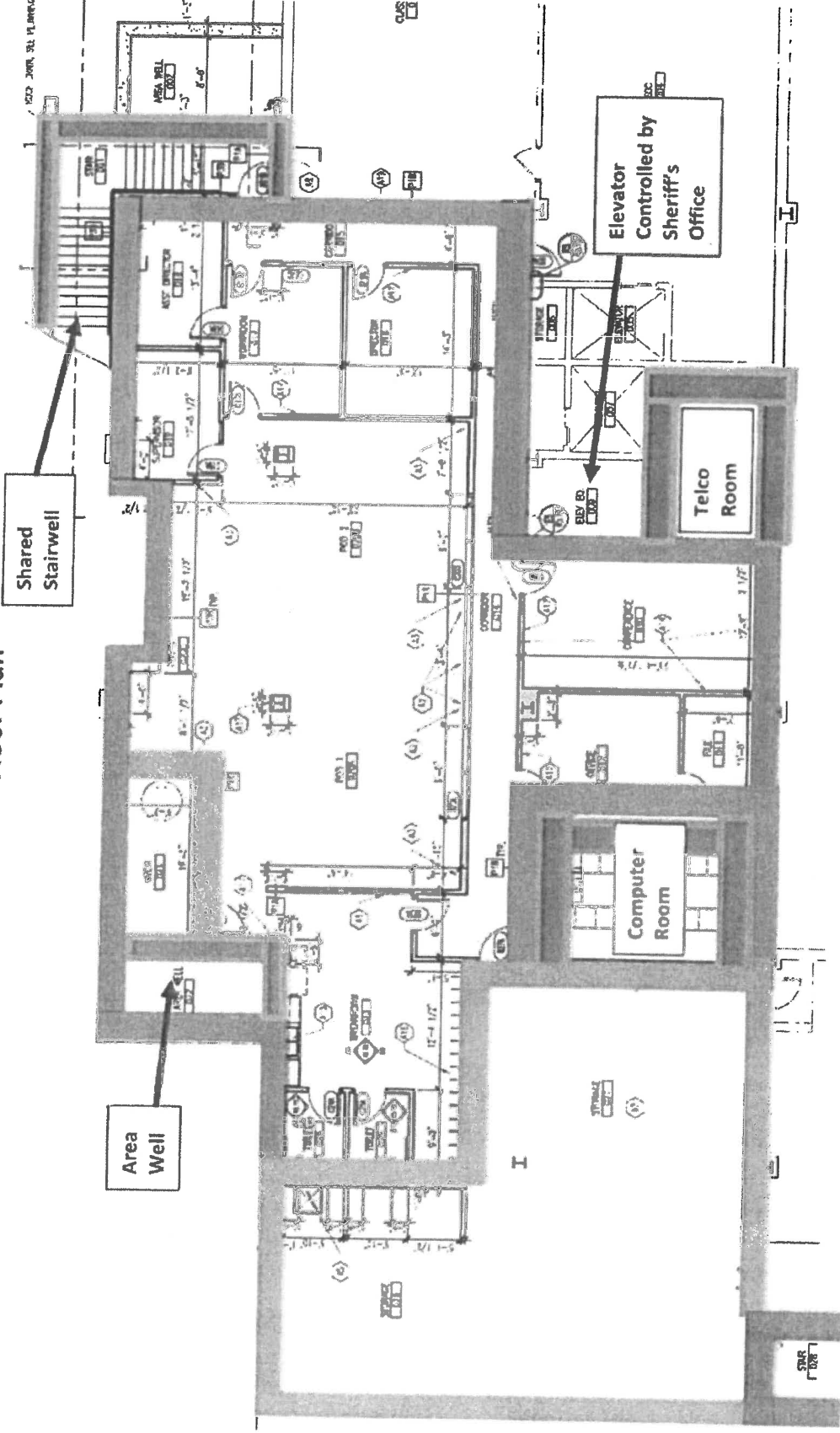

Sheriff Richard Randall
1102 Cornell Lane
Yorkville, Illinois 60560

Exhibit A KenCom Space in the Basement of the Kendall County Public Safety Center
 Floor Plan



- Computer Room
- Emergency Exit Only
- KenCom
- Kendall County
- Shared

EXHIBIT A - COMPUTER ROOM

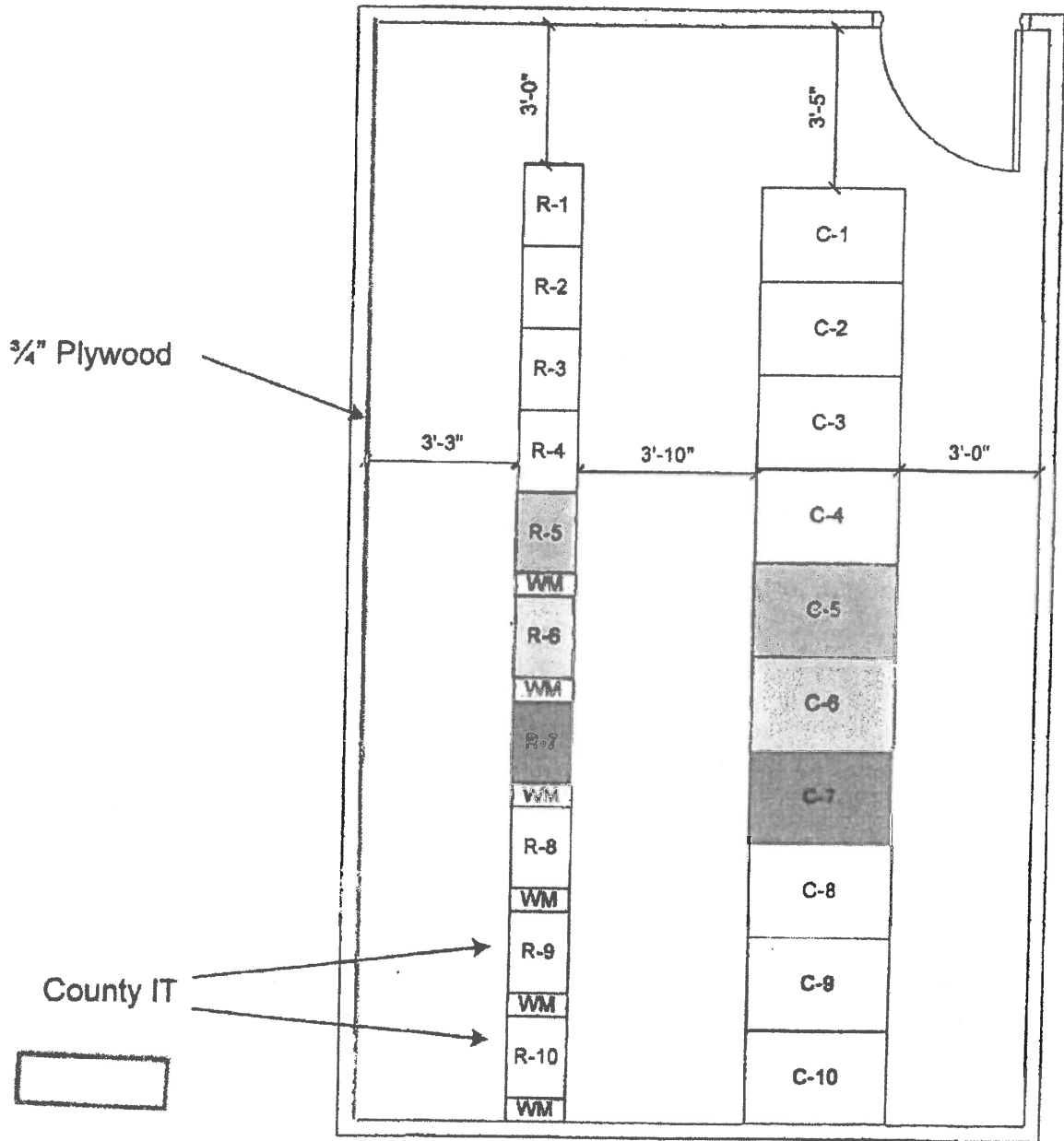
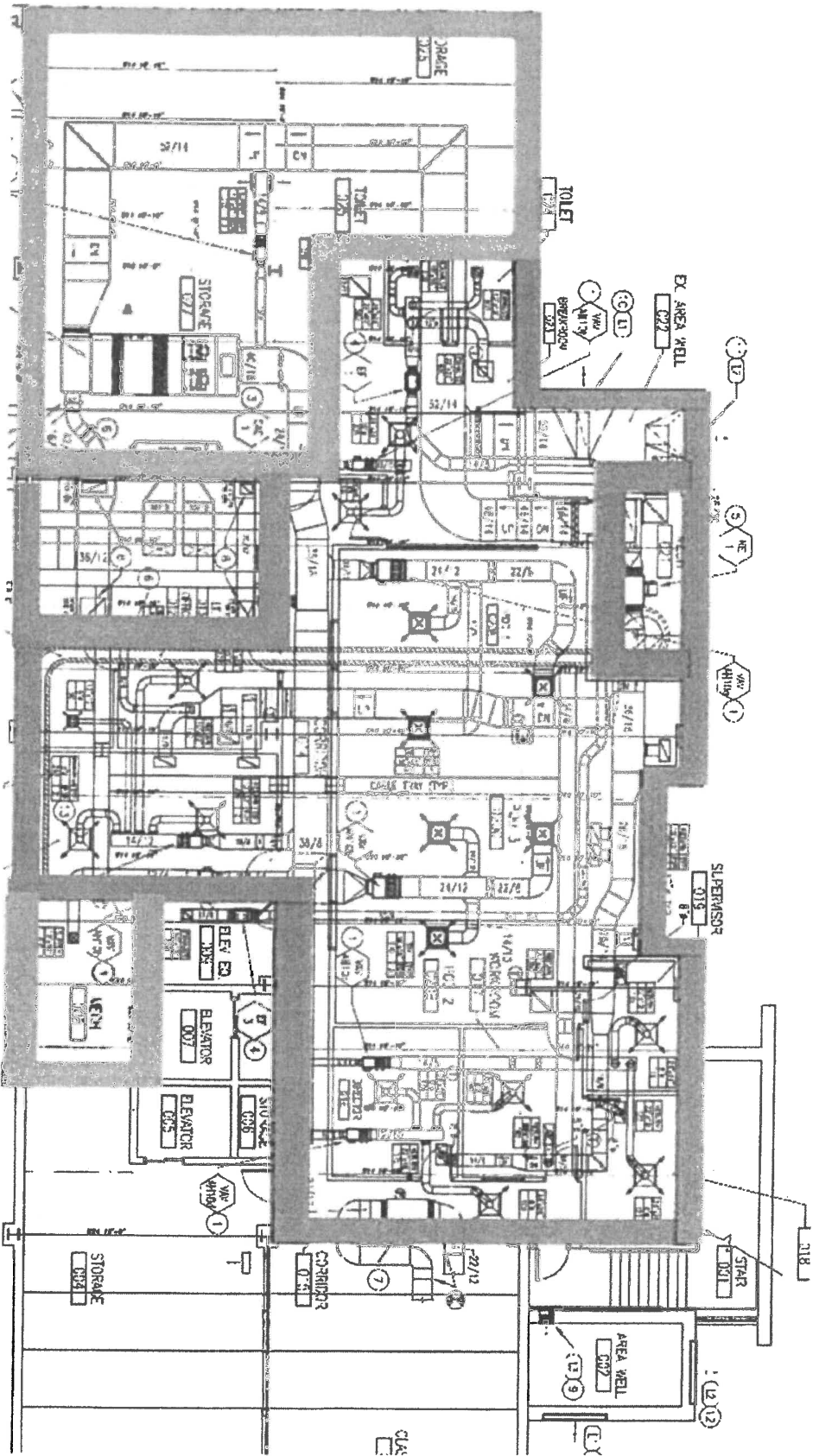


Exhibit B KenCom Space in the Basement of the Kendall County Public Safety Center

HVAC Systems



Computer Room
AHU-01-10

Main HVAC KenCom
AHU-01-09

Main HVAC Kendall County
AHU-01-09

Shared