

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A
LEASE AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS
AND NORTHERN ILLINOIS POLICE ALARM SYSTEM
(2455 Plum Grove Road, Rolling Meadows, Illinois)**

WHEREAS, the corporate authorities of the City of Rolling Meadows (the “City”) are authorized by Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/11-76-1, to lease real estate owned by the City to any person for a term not exceeding ninety-nine (99) years; and

WHEREAS, the City owns the building and property commonly known as 2455 Plum Grove Road, Rolling Meadows, Illinois (the “Property”); and

WHEREAS, Northern Illinois Police Alarm System (“NIPAS”), has requested that the City lease the Property to NIPAS to use for storage, maintenance, training, administrative, and emergency response purposes and related purposes in accordance with regular operating procedures of NIPAS subject to the terms and conditions set forth in a certain lease agreement (the “Lease”), a copy of which is attached hereto as Exhibit “A” and made a part hereof by reference; and

WHEREAS, the corporate authorities of the City find that the Property is no longer necessary, appropriate, or required for use by the City; and

WHEREAS, the corporate authorities of the City deem it advisable and necessary and in the best interest of the City of Rolling Meadows and its residents to approve and authorize the execution of the Lease with NIPAS.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rolling Meadows, Cook County, Illinois, as follows

Section 1: The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: The corporate authorities of the City of Rolling Meadows hereby determine that it is advisable, necessary and in the best interest of the City to approve that certain Lease between the City of Rolling Meadows and Northern Illinois Police Alarm System for the building and property owned by the City and located at 2455 Plum Grove Road, Rolling Meadows, Illinois, and further authorize the Mayor to execute the Lease substantially in the form

and content attached hereto as Exhibit A and made a part hereof.

Section 3: The officials, officers, employees and agents of the City are hereby authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Ordinance and the rights, duties and obligations under the Lease with NIPAS.

Section 4: This Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

PASSED by the City Council of Rolling Meadows, Cook County, Illinois this 28th day of January, 2025.

AYES: Budmats, O'Brien, Vinezeano, Boucher, Koehler

NAYS: 0

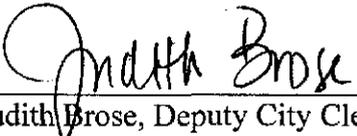
ABSENT: McHale, Reyez

APPROVED this 28th day of January, 2025.



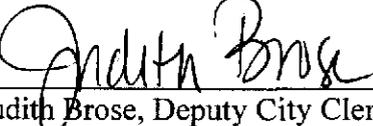
Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Published this 31st day of January, 2025.



Judith Brose, Deputy City Clerk

Exhibit A

LEASE
between the City of Rolling Meadows
and Northern Illinois Police Alarm System

LEASE

THIS LEASE ("Lease"), dated _____, 20____, is made and entered into by and between CITY OF ROLLING MEADOWS, an Illinois municipal corporation ("Landlord"), and the NORTHERN ILLINOIS POLICE ALARM SYSTEM ("NIPAS"), an Illinois intergovernmental partnership ("Tenant"), upon the following terms and conditions:

ARTICLE I - DEFINITIONS

Unless the context otherwise specifies or requires, the following terms shall have the meanings specified herein;

1.01 **Building.** The term "Building" shall mean that certain building located at 2455 Plum Grove Road, in Rolling Meadows, Illinois, together with any related improvements, parking facilities, common areas, driveways, sidewalks and landscaping. The Building excludes the cellular antenna pole and any cellular antenna equipment located on the property.

1.02 **Premises.** The term "Premises" shall mean the Building and property owned by the City of Rolling Meadows located at 2455 Plum Grove Road, in Rolling Meadows, Illinois 60008.

1.03 **Rent.** The Rent for the Premises shall be as set forth in Exhibit A of this Lease.

1.04 **Tenant's Permitted Use.** The term "Tenant's Permitted Use" shall mean use of the Premises for storage, maintenance, training, administrative, and emergency response purposes and related purposes in accordance with regular operating procedures of NIPAS.

1.05 **Landlord's Address For Notices.** The term "Landlord's Address for Notices" shall mean 3600 Kirchoff Road, Rolling Meadow, Illinois 60008, Attn: City Manager.

1.06 **Tenant's Address for Notices.** The term "Tenant's Address for Notices" shall mean: 668 N River Rd, Naperville, IL 60563.

1.07 **Lease Term.** The term "Lease Term" shall mean the duration of this Lease as set forth in Article III.

ARTICLE II - PREMISES

2.01 **Lease of Premises.** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, upon all of the terms, covenants and conditions contained in this Lease.

2.02 **Acceptance of Premises.** Tenant acknowledges that Landlord has not made any representation or warranty with respect to the condition of the Premises or the Building or with respect to the suitability or fitness of either for the conduct of Tenant's Permitted Use or for any other purpose. Prior to Tenant's taking possession of the Premises, Landlord or its designee and Tenant will walk the Premises for the purpose of reviewing and approving the condition of the Premises (and the condition of completion and workmanship of any repairs or improvements which Landlord agrees to make in the Premises pursuant to this Lease). Tenant agrees to accept the Premises in its "as is" said physical condition without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements (or to provide any allowance for same) except as provided for by this Lease.

ARTICLE III - TERM

3.01 **Lease Term.** The term of the Lease shall be for ten (10) years commencing on February 1, 2025 (the "Commencement Date") and expiring January 31, 2035.

3.02 **Lease Extension.** Tenant has the option to extend the term of this Lease for an additional two (2), five (5) year periods ("Extension Term"). To exercise the Lease Extension option, Tenant must provide written notice to the Landlord no later than six (6) months prior to the expiration of the Lease Term or Extension Term.

3.02 **Early Termination.** Either party may terminate this Lease by providing the other eighteen (18) month's notice in writing of the party's intention to terminate the Lease at the end of the 18-month early termination period, subject to Section 6.04 below.

ARTICLE IV - USE OF PREMISES

4.01 **Tenant's Permitted Use.** Tenant shall use the Premises only for Tenant's Permitted Use as set forth in Section 1.04 of this Lease and shall not use or permit the Premises to be used for any other purpose. Tenant shall, at its sole cost and expense, obtain all governmental licenses and permits required to allow Tenant to conduct Tenant's Permitted Use. Landlord disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard.

4.02 **Change of Permitted Use.** Tenant must provide written notice to the Landlord of any proposed change of Tenant's Permitted Use. No Change of Permitted Use shall occur without first obtaining written consent from the Landlord.

4.03 **Landlord Use of Facility for Law Enforcement Training.** Landlord may request Tenant approval to utilize a portion of the Premises for law enforcement related training or for meeting purposes. Landlord shall not utilize the Premises for such purpose without prior written consent provided to the Landlord by Tenant.

4.04 **Compliance with Laws and Other Requirements.**

(A) Landlord represents and warrants to Tenant that, to Landlord's actual knowledge, the design and construction of the Building and Premises materially complies with all applicable federal, state, county and municipal laws, ordinances and codes in effect as of the date of the Lease, excepting therefrom any requirements related to Tenant's specific use of the Premises. Tenant shall cause the Premises to comply in all material respects with all laws, ordinances, regulations and directives of any governmental authority having jurisdiction including, without limitation, any certificate of occupancy and any law, ordinance, regulation, covenant, condition or restriction affecting the Building or the Premises which in the future may become applicable to the Premises as a result of the specific use being made by Tenant of the Premises or as a result of any alteration of the Premises by Tenant (collectively "Applicable Laws").

(B) Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Laws; (b) causes or is reasonably likely to cause damage to the Building or the Premises; (c) violates a requirement or condition of any fire and extended insurance policy covering the Building and/or the Premises, or increases the cost of such policy; (d) interferes with, or is reasonably likely to interfere with, the transmission or reception of microwave, television, radio, telephone or other communication signals by antennae or other facilities located in the Building; or (e) violates the Rules and Regulations described in Article XVI. To Landlord's knowledge, use of the Premises for the Permitted Use does not violate a requirement or condition of any fire and extended insurance policy covering the Building or increase the cost of such policy.

4.05 **Hazardous Materials.**

(A) No Hazardous Materials, as defined herein, shall be Handled, as also defined herein, upon, about, above or beneath the Premises or any portion of the Building by or on behalf of Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees except as necessary and appropriate for the Permitted Use. Any such Hazardous Materials so Handled shall be known as Tenant's Hazardous Materials. Notwithstanding the foregoing, normal quantities of Tenant's Hazardous Materials

customarily used in connection with the Permitted Use (e.g., copier fluids and cleaning supplies) may be Handled at the Premises without Landlord's prior written consent. Tenant's Hazardous Materials shall be Handled at all times in compliance with the manufacturer's instructions therefor and all applicable Environmental Laws, as defined herein.

(B) Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this Lease, Tenant shall, at its sole cost and expense, promptly take all actions required by any Regulatory Authority, as defined herein, which requirements arise from the Handling of Tenant's Hazardous Materials upon, about, above or beneath the Premises or any portion of the Building. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Premises or any portion of the Building, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Tenant shall take all actions necessary to restore the Premises or any portion of the Building to the condition existing prior to the introduction of Tenant's Hazardous Materials, notwithstanding any less stringent standards or remediation allowable under applicable Environmental Laws. Tenant shall nevertheless obtain Landlord's written approval prior to undertaking any actions required by this Section, which approval shall not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on the Premises or any portion of the Building.

(C) Tenant agrees to execute affidavits, representations, and the like from time to time at Landlord's request stating Tenant's best knowledge and belief regarding the presence of Hazardous Materials on the Premises.

(D) "Environmental Laws" means and includes all now and hereafter existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies and requirements by any Regulatory Authority regulating, relating to, or imposing liability or standards of conduct concerning public health and safety or the environment.

(E) "Hazardous Materials" means: (a) any material or substance: (i) which is defined or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (ii) containing petroleum, crude oil or any fraction thereof; (iii) containing polychlorinated biphenyls (PCB's); (iv) containing asbestos; (v) which is radioactive; (vi) which is infectious; or (b) any other material or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined, or become defined by Environmental Laws.

(F) "Handle," "handle," "Handled," "handled," "Handling," or "handling" shall mean any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials.

(G) "Regulatory Authority" shall mean any federal, state or local governmental agency, commission, board or political subdivision.

(H) Landlord represents to Tenant that, to Landlord's actual knowledge, the Premises is currently in compliance with currently existing applicable Environmental Laws. Tenant will have no liability to Landlord under this Article IV resulting from any conditions existing or Hazardous Materials existing or generated at, in, on, under or in connection with the Premises prior to the Commencement Date except to the extent Tenant exacerbates same.

ARTICLE V - UTILITIES AND SERVICES

5.01 **Building Services.** Landlord agrees to furnish or cause to be furnished to the Premises the following utilities and services, subject to the conditions and standards set forth herein:

(A) Electric, natural gas, air conditioning, heating and ventilation as, in Landlord's reasonable judgment, are required for the comfortable use and occupancy of the Premises at no cost to Tenant.

(B) Water for drinking and restroom purpose along with sewer at no cost to Tenant.

(C) Snow and ice control and plowing of Premises at no cost to Tenant.

(D) Landscaping services for the Premises at no cost to Tenant.

(E) Tenant may, at its sole cost, install, maintain, and operate a security alarm system for the Premises. The Landlord agrees to waive any false alarm fees for the Tenant in the event of such occurrence.

(F) The Landlord will provide janitorial and cleaning services in the Premises only upon written request from Tenant. If the Tenant requests janitorial and cleaning services from the Landlord, such services shall be provided by the same contractor that provides such janitorial and cleaning services for other City of Rolling Meadows properties. The Landlord shall pay the janitorial and cleaning services contractor for services rendered at the Premises and the Tenant shall be by invoiced by the Landlord to reimburse the Landlord for actual payments made (without mark-up) for janitorial and cleaning services at the Premises.

(G) Upon request by Tenant, the Landlord shall provide labor and materials to provide basic maintenance and upkeep services on the exterior and/or interior of the Premises for components such as plumbing, electric, HVAC, and minor facility maintenance at a mutually acceptable hourly rate to be invoiced by the Landlord to the Tenant for time and materials expenses of the Landlord to provide the services. The Landlord shall determine if its employees are qualified and capable of performing such services. If a determination is made that the Landlord's employees are not qualified or capable, or if Landlord's employees are not available due to schedule conflicts with other work obligations, an outside contractor of the Landlord will be utilized for such services. If a contractor is utilized, the Landlord shall pay the contractor for the services rendered and shall invoice the Tenant for reimbursement of all actual payments made (without mark-up) by the Landlord to the contractor for the services.

(H) Any amounts which Tenant is required to pay to Landlord pursuant to this Section 5.01 shall be payable within 30 days after receipt of Landlord's written invoice.

5.02 **Interruption of Services.** Landlord shall not be liable for any failure to furnish, stoppage of, or interruption in furnishing any of the services or utilities described in Section 5.01, when such failure is caused by accident, breakage, repairs, strikes, lockouts, labor disputes, labor disturbances, governmental regulation, civil disturbances, acts of war, moratorium or other governmental action, or any other cause beyond Landlord's reasonable control, and, in such event, Tenant shall not be entitled to any damages nor shall any failure or interruption abate or suspend Tenant's obligation to pay Rent required under this Lease or constitute or be construed as a constructive or other eviction of Tenant. Notwithstanding the foregoing, in the event that (i) an interruption of the services is due to Landlord's negligence or intentional wrongful acts, and (ii) the restoration of such services are within Landlord's control, and (iii) such interruption renders all or a portion of the Premises untenantable for more than 5 consecutive days, then Rent shall abate proportionately with respect to the portion of the Premises rendered untenantable on a per diem basis for each day after such 5-day period during which such portion of the Premises remains untenantable. Further, in the event any governmental authority or public utility promulgates or revises any law, ordinance, rule or regulation, or issues mandatory controls or voluntary controls relating to the use or conservation of energy, water, gas, light or electricity, the reduction of automobile or other emissions, or the provision of any other utility or service, Landlord may take any reasonably appropriate action to comply with such law, ordinance, rule, regulation, mandatory control or voluntary guideline and Tenant's obligations hereunder shall not be affected by any such action of Landlord. The parties acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and ensure safety, may not in given instances prevent theft or other criminal acts, or ensure safety of persons or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented by a criminal, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses, as further described in this Lease. Tenant agrees to cooperate in any reasonable safety or security program developed by Landlord or required by Law.

ARTICLE VI - MAINTENANCE AND REPAIRS

6.01 **Landlord's Obligations.** Except as provided in Sections 6.02 and 6.03 below, Landlord shall maintain the Building in reasonable order and repair throughout the Lease Term. Except as provided in Article XII, there shall be no liability of Landlord, by reason of any injury or inconvenience to, or interference with, Tenant's operations arising from the making of, or failure to make, any maintenance or repairs in or to any portion of the Building. The Landlord and Tenant shall respectively be responsible for the maintenance, upkeep, and replacement of building and equipment components of the Lease Premises as outlined in **Exhibit B** of this Lease. In the event that a major building structural or equipment component cannot be repaired and must be replaced, the Landlord shall do so subject to the terms and provisions of Section 6.04 of this Lease.

6.02 **Tenant's Obligations.** During the Lease Term, Tenant shall, at its sole cost and expense, maintain the Premises in good order and repair (including, without limitation, the carpet, wall-covering, window treatments, interior lighting, entry doors, garage doors, plumbing and other restroom fixtures, equipment, alterations and improvements, whether installed by Landlord or Tenant). Tenant shall ensure the Landlord has a copy of all keys to all entry doors and interior doors within the Building. Tenant shall be responsible at its sole cost for any information technology equipment or wiring, internet services, security and surveillance systems, and any additional information technology networking components that the Tenant deems necessary to operate within the Premises. Tenant must notify the Landlord in the event of any major structural building or equipment component issues that the Tenant observes on the Premises. Tenant shall maintain the cleanliness of the exterior of the Premises. Tenant shall ensure refuse containers are maintained in an orderly manner and that trash generated from the Tenant's use of the property is disposed of utilizing provided refuse and recycling containers. Further, Tenant shall be responsible for, and upon demand by Landlord, promptly reimburse Landlord for, any damage to any portion of the Building or the Premises caused by Tenant's activities in the Building or the Premises, except for reasonable wear and tear, casualty and condemnation as permitted hereunder; and any maintenance, upkeep, and replacement of building and equipment components of the Lease Premises as outlined in Exhibit B of this Lease.

6.03 **Landlord's Rights.** Landlord and its contractors shall have the right at all times to enter upon the Premises to make any repairs to the Premises or the Building as reasonably required or deemed reasonably necessary by Landlord or requested by Tenant and to erect such equipment, including scaffolding, as is reasonably necessary to effect such repairs. Tenant shall notify the Landlord of any areas within the Building in which sensitive or law enforcement materials and equipment are stored which require additional security ("Secured Spaces"). Landlord may only enter Secured Spaces upon prior oral or telephonic approval from NIPAS to do so unless immediate access is required in the event of a bona fide building emergency in which case the Landlord may allow law enforcement, fire or other emergency personnel to enter Secured Spaces only if absolutely necessary as a result of such a building emergency.

6.04 **Early Termination.** If the Tenant exercises its right to Early Termination in accordance with Article III of this Lease, and if the Landlord, during the first ten (10) years of the Lease Term and prior to any such Early Termination, has replaced any major structural building and/or equipment components of the Premises, Tenant shall be responsible for reimbursing the Landlord in the amount of 50% of the total cost of such major structural building and/or equipment replacement at the Premises. Prior to the Landlord undertaking any major structural building or equipment component replacement, Landlord shall communicate the scope and cost of the proposed work to be performed to Tenant who shall provide written consent to Landlord to proceed with the work, which consent shall not be unreasonably withheld. However, the Landlord is exempt from obtaining prior written consent from the Tenant for any major structural building and/or equipment replacements that are deemed emergencies. An emergency repair is any repair that is necessary for the Building and must be completed promptly to ensure the safety and security of the structure, occupants, and equipment. In such cases, the Landlord shall promptly notify the Tenant of the emergency and the scope and cost of the replacement undertaken as soon as reasonably possible.

ARTICLE VII - ALTERATIONS, ADDITIONS AND IMPROVEMENTS

7.01 **Landlord's Consent; Conditions.** Tenant shall not make or permit to be made any alterations, additions, or improvements in or to the Premises ("Alterations") without the prior written consent of Landlord, which consent, with respect to non-structural alterations, shall not be unreasonably withheld; provided, however, that Alterations will not include, and Tenant will have the right to make without Landlord's consent, minor alterations to

the Premises. Minor alterations are defined as non-structural, non-mechanical changes that do not exceed a cost of \$50,000.00 and do not require a permit. Landlord may impose as a condition to making any Alterations such requirements as Landlord in its sole discretion deems necessary or desirable including without limitation: Tenant's submission to Landlord, for Landlord's prior written approval, of all plans and specifications relating to the Alterations; Landlord's prior written approval of the time or times when the Alterations are to be performed; Landlord's prior written approval of the contractors and subcontractors performing work in connection with the Alterations; Tenant's receipt of all necessary permits and approvals from all governmental authorities having jurisdiction over the Premises prior to the construction of the Alterations; Tenant's delivery to Landlord of such bonds and insurance as Landlord shall reasonably require; and Tenant's payment to Landlord of all costs and expenses incurred by Landlord because of Tenant's Alterations, including but not limited to costs incurred in reviewing the plans and specifications for, and the progress of, the Alterations. Tenant is required to provide Landlord written notice of whether the Alterations include the Handling of any Hazardous Materials and whether these materials are of a customary and typical nature for industry practices. Upon completion of the Alterations that modify the layout and configuration of the interior of the facility, Tenant shall provide Landlord with copies of as-built plans. Neither the approval by Landlord of plans and specifications relating to any Alterations nor Landlord's supervision or monitoring of any Alterations shall constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant's intended use or the proper performance of the Alterations.

7.02 Performance of Alterations Work. All work relating to the Alterations shall be performed in compliance with the plans and specifications approved by Landlord, all applicable laws, ordinances, rules, regulations and directives of all governmental authorities having jurisdiction and the requirements of all carriers of insurance on the Premises and the Building, the Board of Underwriters, Fire Rating Bureau, or similar organization. All work shall be performed in a good and workmanlike manner. All costs incurred by Landlord relating to the Alterations shall be payable to Landlord by Tenant within 30 days after receipt of Landlord's written invoice. No asbestos-containing materials shall be used or incorporated in the Alterations. No lead-containing surfacing material, solder, or other construction materials or fixtures where the presence of lead might create a condition of exposure not in compliance with Environmental Laws shall be incorporated in the Alterations.

7.03 Liens. Tenant shall pay when due all costs for work performed and materials supplied to the Premises by or on behalf of Tenant. Tenant shall keep Landlord, the Premises and the Building free from all liens, stop notices and violation notices relating to the Alterations or any other work performed for, materials furnished to or obligations incurred by or for Tenant and Tenant shall protect, indemnify, hold harmless and defend Landlord, the Premises and the Building of and from any and all loss, cost, damage, liability and expense, including attorneys' fees, arising out of or related to any such liens or notices. Further, Tenant shall give Landlord not less than seven (7) business days prior written notice before commencing any Alterations in or about the Premises to permit Landlord to post appropriate notices of non-responsibility. During the progress of such work, Tenant shall, upon Landlord's request, furnish Landlord with sworn contractor's statements and lien waivers covering all work theretofore performed. Tenant shall satisfy or otherwise discharge all liens, stop notices or other claims or encumbrances within 30 days after Landlord notifies Tenant in writing that any such lien, stop notice, claim or encumbrance has been filed. If Tenant fails to pay and remove such lien, claim or encumbrance within such 30 days, Landlord, at its election, may pay and satisfy the same and in such event the sums so paid by Landlord, with 3% interest assessed daily from the date of payment for amounts owed Landlord by Tenant shall be payable by Tenant at once without notice or demand.

7.04 Lease Termination. Except as provided in this Section 7.04, upon expiration or earlier termination in accordance with Section 3.02 and 6.04 of this Lease, Tenant shall surrender the Premises to Landlord in broom-clean condition and in good order, condition and repair, subject to reasonable wear and tear, casualty and condemnation as permitted hereunder. All Alterations shall become a part of the Premises and shall become the property of Landlord upon the expiration or earlier termination of this Lease, unless Landlord shall, by written notice given to Tenant, require Tenant to remove some or all of Tenant's Alterations, in which event Tenant shall promptly remove the designated Alterations and shall promptly repair any resulting damage, all at Tenant's sole expense. All business and trade fixtures, machinery and equipment, furniture, movable partitions and items of personal property owned by Tenant or installed by Tenant at its expense in the Premises shall be and remain the property of Tenant; upon the expiration or earlier termination of this Lease, Tenant shall, at its sole expense, remove all such items and repair any damage to the Premises or the Building caused by such removal. If Tenant fails to remove any such items

or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand. Notwithstanding the foregoing to the contrary, in the event that Landlord gives its consent, pursuant to the provisions of Section 7.01 of this Lease, to allow Tenant to make an Alteration in the Premises, Landlord agrees, upon Tenant's written request, to notify Tenant in writing at the time of the giving of such consent whether Landlord will require Tenant, at Tenant's cost, to remove such Alteration at the end of the Lease Term.

ARTICLE VIII - INDEMNIFICATION AND INSURANCE

8.01 Indemnification.

(A) Tenant agrees to protect, indemnify, hold harmless and defend Landlord and its respective officials, officers, agents and employees, successors and assigns, (except to the extent of the losses described below are caused by the sole negligence or willful misconduct of Landlord, its agents and employees), from and against:

(i) any and all loss, cost, damage, liability or expense as incurred (including but not limited to reasonable attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons to the extent arising out of (a) the use or occupancy of the Premises or any portion of the Building by Tenant, or (b) the acts or omission of Tenant or its agents, employees, contractors, clients, invitees or subtenants, except to the extent caused by the sole negligence or willful misconduct of Landlord or its agents or employees. Such loss or damage shall include, but not be limited to, any injury or damage to, or death of, Landlord's employees or agents or damage to the Premises or any portion of the Building.

(ii) any and all environmental damages which arise from: (i) the Handling of any Tenant's Hazardous Materials, as defined in Section 4.05 or (ii) the breach of any of the provisions of this Lease. For the purpose of this Lease, "environmental damages" shall mean (a) all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including without limitation, diminution in the value of the Premises or any portion of the Building, damages for the loss of or restriction on use of rentable or usable space or of any amenity of the Premises or any portion of the Building, and from any adverse impact of Landlord's marketing of space); (b) all reasonable sums paid for settlement of claims, attorneys' fees, consultants' fees and experts' fees; and (c) all costs incurred by Landlord in connection with investigation or remediation relating to the Handling of Tenant's Hazardous Materials, whether or not required by Environmental Laws, necessary for Landlord to make full economic use of the Premises or any portion of the Building, or otherwise required under this Lease. To the extent that Landlord is held strictly liable by a court or other governmental agency of competent jurisdiction under any Environmental Laws, Tenant's obligation to Landlord and the other indemnities under the foregoing indemnification shall likewise be without regard to fault on Tenant's part with respect to the violation of any Environmental Law which results in liability to the indemnitee. Tenant's obligations and liabilities pursuant to this Section 8.01 shall survive the expiration or earlier termination of this Lease.

(B) Landlord agrees to protect, indemnify, hold harmless and defend Tenant, its agents, and employees from and against any and all loss, cost, damage, liability or expense, including reasonable attorneys' fees, with respect to any claim of damage or injury to persons or property at the Premises, to the extent arising out of or relating to any act, omission, negligence or willful misconduct of Landlord or its authorized agents or employees.

(C) Notwithstanding anything to the contrary contained herein, nothing shall be interpreted or used to in any way affect, limit, reduce or abrogate any insurance coverage provided by any insurers to either Tenant or Landlord. Further, nothing contained in this Section 8.01 shall limit (or be deemed to limit) the waivers contained in Section 8.04 below. In the event of any conflict between the provisions of Section 8.04 below and this Section 8.01, the provisions of Section 8.04 will prevail. This Section 8.01(C) shall survive the expiration or earlier termination of this Lease.

(D) Notwithstanding anything to the contrary contained in this Lease, nothing herein shall be construed to infer or imply that Tenant is a partner, joint venturer, agent, employee, or otherwise acting by or at the direction of Landlord.

8.02 Liability Insurance.

(A) At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, commercial general liability insurance applying to the use and occupancy of the Premises and the business operated by Tenant. Such insurance shall have a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000) per occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). All such policies shall be written to apply to all bodily injury, property damage, and personal injury losses and shall be endorsed to include Landlord and its agents, beneficiaries, partners, employees, and any deed of trust holder or mortgagee of Landlord or any ground lessor as additional insureds. Such liability insurance shall be written as primary policies, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds.

(B) Landlord shall, at all times during the Lease Term, maintain (a) commercial general liability insurance for the Building in which the Premises are located and shall name Tenant as an additional insured. Such insurance shall have minimum combined single limit of liability of at least One Million Dollars (\$1,000,000) per occurrence, and a general aggregate limit of at least Two Million Dollars (\$2,000,000), and (b) property insurance in the amount of the full replacement cost of the Building.

8.03 Policy Requirements. All insurance required to be maintained by Tenant shall be issued by insurance companies authorized to do insurance business in the State of Illinois and rated not less than A-VIII in Best's Insurance Guide. A certificate of insurance (or, at Landlord's option, copies of the applicable policies) evidencing the insurance required under this Article VIII shall be delivered to Landlord not less than thirty (30) days prior to the Commencement Date. No such policy shall be subject to cancellation or modification without thirty (30) days prior written notice to Landlord and to any deed of trust holder, mortgagee or ground lessor designated by Landlord to Tenant. Tenant shall furnish Landlord with a replacement certificate with respect to any insurance not less than thirty (30) days prior to the expiration of the current policy. Tenant shall have the right to provide the insurance required by this Article VIII pursuant to blanket policies, but only if such blanket policies expressly provide coverage to the Premises and Landlord as required by this Lease.

8.04 Waiver of Subrogation. Each party hereby waives any right of recovery against the other for injury or loss due to hazards covered by insurance or required to be covered, to the extent of the injury or loss covered thereby. The foregoing waiver shall apply regardless of the cause or origin of any such claim, including, without limitation, the fault or negligence of either party or such party's employees, agents or contractors. Any policy of insurance to be provided by Tenant or Landlord pursuant to this Article VIII shall contain a clause denying the applicable insurer any right of subrogation against the other party.

8.05 Failure to Insure. If Tenant fails to maintain any insurance which Tenant is required to maintain pursuant to this Article VIII, Tenant shall be liable to Landlord for any loss or cost resulting from such failure to maintain. Tenant may not self-insure against any risks required to be covered by insurance without Landlord's prior written consent.

ARTICLE IX - DAMAGE OR DESTRUCTION

9.01 Total Destruction. If the Building is totally destroyed, (i) Landlord will have the right but not the obligation to repair or restore the Premises and (ii) Tenant shall have the right to terminate the Lease. If the Landlord decides not to repair or restore the Premises, the Lease will automatically terminate. If the Landlord decides to repair or restore the Premises (exclusive of any Alterations to the Premises made by Tenant, which shall be promptly repaired by Tenant at its sole expense) and, until such repairs are completed, the Rent shall be abated from the date of damage or destruction in the same proportion that the rentable area of the portion of the Premises which is unusable by Tenant in the conduct of its business bears to the total rentable area of the Premises.

9.02 **Partial Destruction of Premises.** If the Premises are damaged by any casualty and, in Landlord's opinion, the Premises (exclusive of any Alterations made to the Premises by Tenant) can be restored to its pre-existing condition within 180 days after the date of the damage or destruction, Landlord shall, upon written notice from Tenant to Landlord of such damage, except as provided in Section 9.03, promptly and with due diligence repair any damage to the Premises (exclusive of any Alterations to the Premises made by Tenant, which shall be promptly repaired by Tenant at its sole expense) and, until such repairs are completed, the Rent shall be abated from the date of damage or destruction in the same proportion that the rentable area of the portion of the Premises which is unusable by Tenant in the conduct of its business bears to the total rentable area of the Premises. If such repairs cannot, in Landlord's opinion, be made within said 180 day period, then Landlord will have no obligation to repair the Premises and either Landlord or Tenant shall have the right, by written notice given to the other within sixty (60) days after the date of the damage or destruction, to terminate this Lease as of the date of the damage or destruction.

9.03 **Exceptions to Landlord's Obligations.** Notwithstanding anything to the contrary contained in this Article IX, Landlord shall have no obligation to restore or repair the Premises if either: (a) the Building in which the Premises are located is so damaged as to require repairs to the Building for which the insurance proceeds are insufficient; or (b) the damage or destruction occurs less than two (2) years prior to the Expiration Date of the initial lease term or an extension option term. Further, Tenant's Rent shall not be abated if the damage or destruction is repaired within fifteen (15) business days after Landlord receives written notice from Tenant of the casualty.

9.04 **Waiver.** The provisions contained in this Lease shall supersede any contrary laws (whether statutory, common law or otherwise) now or hereafter in effect relating to damage, destruction, self-help or termination.

ARTICLE X – TENANT OPERATIONS

10.01 **Tenant Operations.** Tenant shall ensure that the operation and maintenance of NIPAS equipment on the Premises is done so in a way that is reasonably quiet so as to not unreasonably disturb neighboring properties. Landlord acknowledges that NIPAS is a public safety entity which requires the use of emergency equipment featuring visual emergency lights and audible sirens. Tenant will limit to the extent possible the use of such visual emergency lights and audible sirens when not utilizing vehicles and equipment in an emergency response so as to minimize disruptions to neighboring properties. Tenant shall minimize vehicle idling to the extent possible when vehicles are located on the Premises.

ARTICLE XI - ASSIGNMENT AND SUBLETTING

11.01 **Restriction on Assignment and Subletting.** Tenant shall not, either voluntarily or by operation of law, assign, encumber, or otherwise transfer this Lease or any interest herein, or sublet the Premises or any part thereof, or permit the Premises to be occupied by anyone other than Tenant without first obtaining written consent from the Landlord to do so, which consent shall not be unreasonably withheld. An assignment, subletting or other action in violation of the foregoing shall be void and, at Landlord's option, shall constitute a material breach of this Lease.

ARTICLE XII - DEFAULT AND REMEDIES

12.01 **Events of Default By Tenant.** The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(A) The failure by Tenant to pay Rent or make any other payment required to be made by Tenant hereunder within five days after due. Notwithstanding the foregoing sentence, before exercising any of the default remedies of Landlord set forth in this Article XII based upon Tenant's failure to pay Rent or other payment, Landlord shall provide Tenant with a written courtesy notice of such default and Tenant shall have an additional five days to cure such default.

(B) The abandonment of the Premises by Tenant or the vacation of the Premises by Tenant for 30 consecutive days (with or without the payment of Rent).

(C) The making by Tenant of any assignment of this Lease or any sublease of all or part of the Premises, except as expressly permitted under Article XI of this Lease.

(D) The failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, if such failure continues for 30 days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within the 30 day period, no default shall exist if Tenant commences the curing of the default within the 30 day period and thereafter diligently prosecutes the same to completion. The 30 day notice described herein shall be in lieu of, and not in addition to, any notice required under law now or hereafter in effect requiring that notice of default be given prior to the commencement of an unlawful detainer or other legal proceeding.

(E) The making by Tenant or its Guarantor of any general assignment for the benefit of creditors, the filing by or against Tenant or its Guarantor of a petition under any federal or state bankruptcy or insolvency laws (unless, in the case of a petition filed against Tenant or its Guarantor the same is dismissed within thirty (30) days after filing); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets at the Premises or Tenant's interest in this Lease or the Premises, when possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other seizure of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease or the Premises, if such seizure is not discharged within thirty (30) days.

12.02 Landlord's Right to Terminate Upon Tenant Default. In the event of any default by Tenant as provided in Section 15.01 above, Landlord shall have the right without notice or demand to Tenant (Tenant hereby irrevocably waiving all notices and demands, statutory or otherwise, including without limitation, any notice otherwise required in connection with any forcible entry and detainer action), to terminate this Lease or to terminate Tenant's right to possession of the Premises without terminating this Lease, and in either event Landlord shall be entitled to receive from Tenant:

(A) The worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus

(B) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(C) The worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(D) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(E) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in subparagraphs (A) and (B) above, "worth at the time of award" shall be computed by allowing interest on such amounts at the then highest lawful rate of interest, but in no event to exceed one percent (1%) per annum plus the rate established by the Federal Reserve Bank of Chicago on advances made to member banks under Sections of the Federal Reserve Act ("discount rate") prevailing at the time of the award. As used in paragraph (C) above, "worth at the time of award" shall be computed by discounting such amount by (i) the discount rate of the Federal Reserve Bank of Chicago prevailing at the time of award plus (ii) one percent (1%).

12.03 **Landlord's Right to Continue Lease Upon Tenant Default.** In the event of a default of this Lease and abandonment of the Premises by Tenant, if Landlord does not elect to terminate this Lease as provided in Section 12.02 above, Landlord may from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease. Without limiting the foregoing, Landlord may continue this Lease in effect after Tenant's default and abandonment and recover Rent as it becomes due. In the event Landlord re-lets the Premises, to the fullest extent permitted by law, the proceeds of any reletting shall be applied first to pay to Landlord all costs and expenses of such reletting (including without limitation, costs and expenses of retaking or repossessing the Premises, removing persons and property therefrom, securing new tenants, including expenses for redecoration, alterations and other costs in connection with preparing the Premises for the new tenant, and if Landlord shall maintain and operate the Premises, the costs thereof) and receivers' fees incurred in connection with the appointment of and performance by a receiver to protect the Premises and Landlord's interest under this Lease and any necessary or reasonable alterations; second, to the payment of any indebtedness of Tenant to Landlord other than Rent due and unpaid hereunder; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue.

12.04 **Right of Landlord to Perform.** All covenants and agreements to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated to, make any payment or perform any such other act on Tenant's part to be made or performed, without waiving or releasing Tenant of its obligations under this Lease. Any sums so paid by Landlord and all necessary incidental costs, together with interest thereon at the lesser of the maximum rate permitted by law if any or twelve percent (12%) per annum from the date of such payment, shall be payable to Landlord as additional rent on demand and Landlord shall have the same rights and remedies in the event of nonpayment as in the case of default by Tenant in the payment of Rent.

12.05 **Non-Waiver.** Nothing in this Article shall be deemed to affect Landlord's rights to indemnification for liability or liabilities arising prior to termination of this Lease or Tenant's right to possession of the Premises for personal injury or property damages under the indemnification clause or clauses contained in this Lease. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in the Lease provided. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

12.06 **Cumulative Remedies.** The specific remedies to which Landlord may resort under the terms of the Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of the Lease. In addition to the other remedies provided in the Lease, including the right to terminate this Lease or to terminate Tenant's right of possession of the Premises and reenter and repossess the Premises and remove all persons and property from the Premises without terminating this Lease as provided in Section 12.02, Landlord shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of the Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.

12.07 **Default by Landlord.** Landlord's failure to perform or observe any of its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligation(s). If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under the law and this Lease, except that, in no event, shall Landlord be liable for punitive damages, speculative, consequential or other such damages.

ARTICLE XIII - ATTORNEYS' FEES: COSTS OF SUIT

13.01 **Attorneys Fees.** If either Landlord or Tenant shall commence any action or other proceeding against the other arising out of, or relating to, this Lease or the Premises, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, its actual attorneys' fees irrespective of whether or not the action or other proceeding is prosecuted to judgment and irrespective of any court schedule of reasonable attorneys' fees. In addition, Tenant shall reimburse Landlord, upon demand, for all reasonable attorneys' fees incurred in collecting Rent, resolving any actual default by Tenant, securing indemnification as provided in Article VIII and paragraphs, 13.02 and 20.01 herein or otherwise seeking enforcement against Tenant, its sublessees and assigns, of Tenant's obligations under this Lease.

13.02 **Indemnification.** Should Landlord be made a party to any litigation instituted by Tenant against a party other than Landlord, or by a third party against Tenant, Tenant shall indemnify, hold harmless and defend Landlord from any and all loss, cost, liability, damage or expense incurred by Landlord, including attorneys' fees, in connection with the litigation.

ARTICLE XIV - RESERVED

ARTICLE XV - QUIET ENJOYMENT

15.01 Provided that Tenant performs all of its obligations hereunder, Tenant shall have and peaceably enjoy the Premises during the Lease Term free of claims by or through Landlord, subject to all of the terms and conditions contained in this Lease.

ARTICLE XVI - RULES AND REGULATIONS

16.01 Tenant shall abide by, and faithfully observe and comply with any rules and regulations and any reasonable and non-discriminatory amendments, modifications and/or additions thereto as may hereafter be adopted and published by written notice to tenants by Landlord for the safety, care, security, good order and/or cleanliness of the Premises and/or the Building. Landlord shall not be liable to Tenant for any violation of such rules and regulations by any other tenant or occupant of the Building.

ARTICLE XVII - RESERVED

ARTICLE XVIII - RESERVED

ARTICLE XIX

LANDLORD'S LEASE UNDERTAKINGS-EXCULPATION FROM PERSONAL LIABILITY; TRANSFER OF LANDLORD'S INTEREST

19.01 **Landlord's Lease Undertakings.** Notwithstanding anything to the contrary contained in this Lease or in any exhibits hereto attached (collectively the "Lease Documents"), it is expressly understood and agreed by and between the parties hereto that: (a) the recourse of Tenant or its successors or assigns against Landlord with respect to the alleged breach by or on the part of Landlord of any representation, warranty, covenant, undertaking or agreement contained in any of the Lease Documents or otherwise arising out of Tenant's use of the Premises or the Building (collectively, "Landlord's Lease Undertakings") shall extend only to Landlord's interest in the real estate of which the Premises demised under the Lease Documents are a part ("Landlord's Real Estate") and not to any other assets of Landlord or its beneficiaries; and (b) except to the extent of Landlord's interest in Landlord's Real Estate, no personal liability or personal responsibility of any sort with respect to any of Landlord's Lease Undertakings or any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against, Landlord, or against any of their respective directors, officers, employees, agents, constituent partners, beneficiaries, members, trustees or representatives.

ARTICLE XX - HOLDOVER TENANCY

20.01 If Tenant holds possession of the Premises after the expiration or termination of the Lease Term, by lapse of time or otherwise, Tenant shall become a tenant at sufferance upon all of the terms contained herein, except as to Lease Term and Rent. During such holdover period, Tenant shall pay to Landlord a monthly rental equivalent to 150% of the monthly amount of Rent payable by Tenant to Landlord with respect to the last year of the lease term or lease extension terms. The monthly rent payable for such holdover period shall in no event be construed as a penalty or as liquidated damages for such retention of possession. Without limiting the foregoing, Tenant hereby agrees that during any period that Tenant's holds possession of the Premises under this Article XX, Tenant's obligations set forth in Section 8.01 (A) shall remain applicable and that such provisions shall survive the termination or expiration of the Lease Term.

ARTICLE XXI - NOTICES

21.01 All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served, as an alternative to personal service, by mailing the same by USPS First Class mail, postage prepaid, or by overnight courier, addressed to Landlord at the address for Landlord set forth in Section 1.12 above and to Tenant at the address for Tenant set forth in Section 1.13 above, or, from and after the Commencement Date, to Tenant at the Premises whether or not Tenant has departed from, abandoned or vacated the Premises, or addressed to such other address or addresses as either Landlord or Tenant may from time to time designate to the other in writing. Any notice shall be deemed to have been served three days following the deposit of notice with the USPS or one day following deposit of notice with an overnight courier.

ARTICLE XXII - ELECTRONIC SERVICES

22.01 **Tenant's Lines.** Tenant may, in a manner consistent with the provisions and requirements of this Lease, install, maintain, replace, remove or use any communications or computer or other electronic service wires, cables and related devices (collectively the "Lines") at the Building in or serving the Premises, provided: (a) Tenant shall obtain Landlord's prior written consent, which consent may be conditioned as required by Landlord, (b) if Tenant at any time uses any equipment that may create an electromagnetic field exceeding the normal insulation ratings of ordinary twisted pair riser cable or cause radiation higher than normal background radiation, the Lines therefor (including riser cables) shall be appropriately insulated to prevent such excessive electromagnetic fields or radiation, and (c) Tenant shall pay all costs in connection therewith. Landlord reserves the right to require that Tenant remove any Lines which are installed in violation of these provisions. Tenant shall not, without the prior written consent of Landlord in each instance, grant to any third party a security interest or lien in or on the Lines, and any such security interest or lien granted without Landlord's written consent shall be null and void.

22.02 **Definition of Electronic Services.** As used herein "Electronic Services Provider" means a business which provides telephone, telegraph, telex, video, internet, other telecommunications or other services which permit Tenant to receive or transmit information by the use of electronics and which require the use of wires, cables, antennas or similar devices in or on the Building. The services of Electronic Services Providers are sometime referred to herein as "Electronic Services."

22.03 **No Right to Specific Services.** Unless otherwise agreed to in writing, Landlord shall have no obligation (i) to install any Electronic Services equipment or facilities, (ii) to make available to Tenant the services of any particular Electronic Services Provider, (iii) to allow any particular Electronic Services Provider access to the Building, (iv) to continue to grant access to an Electronic Services Provider once such provider has been given access to the Building. Landlord may (but shall not have the obligation to): (x) install new Lines at the property, (y) create additional space for Lines at the property, and (z) adopt reasonable and uniform rules and regulations with respect to Lines.

22.04 **Limitation of Landlord's Responsibility.** Tenant acknowledges and agrees that all Electronic Services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. Unless Landlord otherwise requests or consents in writing, all of Tenant's Electronic Services equipment shall be and remain solely in the Tenant's premises. Unless otherwise specifically agreed to in writing, Landlord shall have no responsibility for the maintenance of Tenant's Electronic Services equipment, including Lines; nor for any Lines or other infrastructure to which Tenant's Electronic Services equipment may be connected. Tenant agrees that, to the extent any Electronic Services are interrupted, curtailed or discontinued, Landlord shall have no obligation or liability with respect thereto

and it shall be the sole obligation of Tenant at its own expense to obtain substitute service. Except to the extent arising from the intentional or solely negligent acts of Landlord or Landlord's agents or employees, Landlord shall have no liability for damages arising from, and Landlord does not warrant that Tenant's use of any Lines will be free from the following (collectively called "Line Problems"): (x) any eavesdropping or wire-tapping by unauthorized parties, (y) any failure of any Lines to satisfy Tenant's requirements, or (z) any shortages, failures, variations, interruptions, disconnections, loss or damage caused by the installation, maintenance, replacement, use or removal of Lines by or for other tenants or occupants at the property. Under no circumstances shall any Line Problems be deemed an actual or constructive eviction of Tenant, render Landlord liable to Tenant for abatement of Rent, or relieve Tenant from performance of Tenant's obligations under this Lease.

22.05 **Removal of Equipment, Wiring and Other Facilities.** Any and all Electronic Services equipment installed in the Tenant's Premises or elsewhere in the Building by or on behalf of Tenant, including Lines, or other facilities for Electronic Services reception or transmittal, shall be removed prior to the expiration or earlier termination of the Lease term, by Tenant at its sole cost or, at Landlord's election, by Landlord at Tenant's sole cost. Landlord shall have the right, however, upon written notice to Tenant given no later than thirty (30) days prior to the expiration or earlier termination of the Lease term (except that the notice period shall extend to thirty (30) days beyond the date of termination of the Lease if it is terminated by either party due to a default by the other), to require Tenant to abandon and leave in place, without additional payment to Tenant or credit against rent, any and all Electronic Services Lines and related infrastructure, or selected components thereof, whether located in the Tenant's premises or elsewhere in the Building.

22.09 **Installation and Use of Wireless Technologies.** Tenant shall not utilize any wireless Electronic Services equipment, including antennae and satellite receiver dishes, which must be attached to the outside walls or roof of the Building, without Landlord's prior written consent.

22.10 **Limitation of Liability for Equipment Interference.** In the event that Electronic Services equipment, Lines and facilities or satellite and antennae equipment of any type installed by or at the request of Tenant within the Tenant's premises, on the roof, or elsewhere within or on the Building causes interference to equipment used by cellular antenna tenants located on the Premises, Tenant shall cease using such equipment, Lines and facilities or satellite and antennae equipment until the source of the interference is identified and eliminated and Tenant shall assume all liability related to such interference. Tenant shall cooperate with Landlord and other parties, to eliminate such interference promptly. In the event that Tenant is unable to do so, Tenant will substitute alternative equipment which remedies the situation. If such interference persists, Tenant shall, at Landlord's sole discretion, remove such equipment.

ARTICLE XXIII - MISCELLANEOUS

23.01 **Entire Agreement.** This Lease contains all of the agreements and understandings relating to the leasing of the Premises and the obligations of Landlord and Tenant in connection with such leasing. Landlord has not made, and Tenant is not relying upon, any warranties, or representations, promises or statements made by Landlord or any agent of Landlord, except as expressly set forth herein. This Lease supersedes any and all prior agreements and understandings between Landlord and Tenant and alone expresses the agreement of the parties.

23.02 **Amendments.** This Lease shall not be amended, changed or modified in any way unless in writing executed by Landlord and Tenant. Landlord shall not have waived or released any of its rights hereunder unless in writing and executed by Landlord.

23.03 **Successors.** Except as expressly provided herein, this Lease and the obligations of Landlord and Tenant contained herein shall bind and benefit the successors and assigns of the parties hereto.

23.04 **Force Majeure.** Each of Landlord and Tenant (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned any reason beyond their control including, but not limited to, strike, labor trouble, governmental rule, regulations, ordinance, statute or interpretation, or by fire, earthquake, civil commotion, or failure or disruption of utility services.

23.05 **Survival of Obligations.** Any obligations of Tenant accruing prior to the expiration of the Lease shall survive the expiration or earlier termination of the Lease, and Tenant shall promptly perform all such obligations whether or not this Lease has expired or been terminated.

23.06 **Governing Law.** This Lease shall be governed by, and construed in accordance with, the laws of the State of Illinois.

23.07 **Severability.** In the event any provision of this Lease is found to be unenforceable, the remainder of this Lease shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

23.08 **Captions.** All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this Lease.

23.09 **Interpretation.** Tenant acknowledges that it has read and reviewed this Lease and that it has had the opportunity to confer with counsel in the negotiation of this Lease. Accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties.

23.10 **Independent Covenants.** Each covenant, agreement, obligation or other provision of this Lease to be performed by Tenant are separate and independent covenants of Tenant, and not dependent on any other provision of the Lease.

23.11 **Number and Gender.** All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include the appropriate number and gender, as the context may require.

23.12 **Time is of the Essence.** Time is of the essence of this Lease and the performance of all obligations hereunder.

23.13 **Authority.** Each party hereby represents and warrants to the other that the execution, delivery and performance have been duly authorized by all requisite action by that party.

23.14 **Offer to Lease.** The submission of this Lease to Tenant, does not constitute an offer to Tenant to lease the Premises. This Lease shall have no force and effect until (a) it is executed and delivered by Tenant to Landlord and (b) it is fully reviewed and executed by Landlord; provided, however, that, upon execution of this Lease by Tenant and delivery to Landlord, such execution and delivery by Tenant, shall, in consideration of the time and expense incurred by Landlord in reviewing the Lease, constitute an offer by Tenant to lease the Premises upon the terms and conditions set forth herein (which offer to Lease shall be irrevocable for twenty (20) business days following the date of delivery).

23.15 **No Counterclaim; Choice of Laws.** It is mutually agreed that in the event Landlord commences any summary proceeding for non-payment of Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:

CITY OF ROLLING MEADOWS, an Illinois
municipal corporation

By: _____
Mayor

TENANT:

**NORTHERN ILLINOIS POLICE ALARM
SYSTEM**, an Illinois intergovernmental partnership,

By: _____
Its: _____

EXHIBIT A - RENT

Commencing on the Commencement Date and each anniversary of the Commencement Date thereafter, Tenant shall pay Rent once per year in lump sum on an annual basis to the Landlord in accordance with the schedule set forth below. The Landlord shall invoice the Tenant on an annual basis for the annual Rent payment. Payments shall be made by check payable to the "City of Rolling Meadows". Late payments shall be subject to a late fee penalty of 2% of the total amount owed for each day rent is past due.

Year	Annual Rent
1	\$30,000
2	\$45,000
3	\$60,000
4	\$75,000
5 - 20	Annual Increase based on CPI-U. In no event shall the annual rent increase be less than 3% nor more than 4%.

In addition to the Rent amounts listed above, NIPAS shall waive any and all NIPAS membership dues and assessments owed by the City of Rolling Meadows Police Department for the duration of the Lease Term.

EXHIBIT B – RESPONSIBLE PARTIES FOR BUILDING AND EQUIPMENT COMPONENTS OF THE PREMISES

Group	Item	Responsible Party
Mechanical		
	Air Handlers (X4)	City of Rolling Meadows
	Furnace Units (X4)	City of Rolling Meadows
	A/C Compressor	City of Rolling Meadows
	Water Heaters (X2)	City of Rolling Meadows
	Bay Heaters (X4)	City of Rolling Meadows
	Generator	City of Rolling Meadows
	Air Compressor	City of Rolling Meadows
	Individual Exhaust Systems (x5)	NIPAS
	Sump Pump	NIPAS
Interior Building		
	Flooring	NIPAS
	Garage Doors	NIPAS
	Interior Lighting	NIPAS
	Interior Service Doors	NIPAS
	Exterior Service Doors	NIPAS
	Interior Walls	NIPAS
	Lockers	NIPAS
	Floor Drain Maintenance	NIPAS
	Floor Drains Structural	City of Rolling Meadows
	Fire Alarm System	City of Rolling Meadows
Exterior Building		
	Roof	City of Rolling Meadows
	Exterior Shell	City of Rolling Meadows
	Exterior Lighting	City of Rolling Meadows
	Landscaping Maintenance and Hardscape Maintenance	City of Rolling Meadows
	Parking lot pavement	City of Rolling Meadows
Utilities		
	Main Sanitary Lateral and Main Connection	City of Rolling Meadows
	Main Water Connection up to Interior Meter	City of Rolling Meadows
	Water Services after Meter Connection	NIPAS
	Plumbing Fixtures	NIPAS
Miscellaneous		
	Fire Extinguishers	NIPAS
	First Aid Supplies	NIPAS
	Alarm System	NIPAS