



ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS LEASE AGREEMENT FOR OFFICE SPACE

The Parties to this lease agreement are the Administrative Office of the Illinois Courts on behalf of the State of Illinois (collectively referred to as “Lessee” or “the State”) and DuPage County Board, DuPage County, Illinois (hereinafter referred to as “Lessor”). Lessor agrees to lease to Lessee the premises identified in Paragraph 2 of this lease agreement subject to the terms and conditions set forth herein. The Parties agree to the terms and conditions of this lease agreement and have caused this lease agreement to be executed by their duly authorized representatives. Lessor acknowledges that upon execution, the contents of this lease agreement, including any and all exhibits, are a matter of public record and will be made available for public inspection.

1. Address and Contact Information of Parties:

A. Lessee:

(1) Authorized agent:

Administrative Office of the Illinois Courts
3101 Old Jacksonville Road
Springfield, Illinois 62704-6488
Telephone (217) 558-4490

(2) Judicial Branch Tenant:

Alternative Dispute Resolution Center:
18th Circuit Alternative Dispute Resolution Center
505 N. County Farm Road, Room 354
Wheaton, IL 60187
(630) 407-2870

B. Lessor:

County of DuPage
421 N. County Farm Road
Wheaton, IL 60187

C. Lessor's managing agent:

County of DuPage
Deputy Director—Facilities Management
421 N. County Farm Road
Wheaton, IL 60187

2. Description of Premises:

- A. Lessor leases to Lessee the premises on the third floor of the building located at 505 N. County Farm Road, in the city of Wheaton, in the county of DuPage, in the State of Illinois as shown on the blueprint or diagram attached to this lease agreement as Exhibit A and, if applicable, further described as follows:
The 18th Circuit Alternative Dispute Resolution Center, located on the third floor of the Henry J. Hyde Judicial Office Facility.
- B. The total square footage of the building is 360,000.
- C. The total rentable square footage of Lessee's leased premises is 2,529.

3. Term, Termination, and Option to Renew:

A. Term:

The term of the lease will be for four (4) year(s), from December 1, 2024 to November 30, 2028.

B. Termination:

Either party shall have the option to terminate this lease by giving ninety (90) days' written notice to the other party of its intention to exercise this option.

C. Option to Renew:

Lessee shall have the right to renew the lease for a further term of four (4) years or any portion of such period upon the same terms and conditions, rent to be negotiated, provided Lessee shall give ninety (90) days' notice to Lessor of its intention to exercise such option.

4. Rent and Payments:

A. Rental for periods less than one full month shall be prorated on a daily basis. Payments are to be sent to:

County of DuPage
421 County Farm Road
Wheaton, IL 60187

B. Lessee shall pay gross rent according to the following schedule:

Date From	Date Through		Monthly Rent		Annual Rent
December 1, 2024	November 30, 2025	\$	4,074.64	\$	48,895.68
December 1, 2025	November 30, 2026	\$	4,156.13	\$	49,873.56
December 1, 2026	November 30, 2027	\$	4,239.25	\$	50,871.00
December 1, 2027	November 30, 2028	\$	4,324.03	\$	51,888.36

C. Lessor acknowledges the payments owed by Lessee pursuant to this lease agreement will be made in accordance with current financial practices of the State of Illinois. Lessor acknowledges that payments shall be paid by the State of Illinois Comptroller through disbursements from state appropriated funds and that such payments are contingent upon this lease agreement being accepted by the State Comptroller. Delays in payment related to this acceptance process shall not be considered late for any purpose nor shall they constitute a breach of this agreement.

D. Lessor acknowledges that payments at the beginning of the State's fiscal year (July and August payments) are sometimes delayed due to the appropriation process. Such delayed payments shall not be considered late for any purpose, nor shall they constitute a breach of this agreement.

E. Late payment charges, if any, may not exceed the amounts provided under the provisions of the Prompt Payment Act. See 30 ILCS 540/1 *et seq.*

F. If the judicial branch tenant is funded by sources other than appropriations from the General Assembly, Lessor may only look to the tenant for payment of rent or other charges. Lessee is not responsible for payment unless the judicial branch tenant is funded by appropriations from the General Assembly.

5. FISCAL FUNDING AND APPROPRIATIONS. Payment obligations of the State under this agreement shall cease immediately or be delayed, if the State of Illinois Legislative and/or State of Illinois Executive Branch fails to appropriate or otherwise make available funds for this agreement within any fiscal year in which payment might be due. Delayed payments made under these circumstances shall not be considered late for any purpose nor shall they constitute a breach of this agreement. Lessee will use its best efforts to obtain sufficient appropriations to cover this agreement.

6. Use of Demised Premises: 18th Circuit Alternative Dispute Resolution Center, or any tenant assigned pursuant to the terms of this agreement.

7. Improvements: None

8. Care and Maintenance: Lessee accepts the demised premises as presently constituted except for noncompliance by Lessor with all applicable building, fire, and life safety codes and latent defects, and further subject to the completion of any improvements required to be made by Lessor elsewhere in this lease. All repairs and maintenance related to any of the obligations of the Lessor per the terms of this lease or by law shall be completed in a timely manner.

A. Lessor at Lessor's sole cost shall provide, maintain, and repair the following:

1. All commercial grade fixtures, equipment and power as required to supply heating, cooling and ventilation to maintain leased premises at or below 78 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season.
2. All commercial grade fixtures, outlets, bulbs, ballasts, and equipment as required to supply sufficient electricity and lighting to the leased premises.
3. All commercial grade fixtures and equipment as required to provide sufficient gas to the leased premises.
4. Adequate ventilating system to maintain air exchange levels in conformance with all applicable codes.
5. Adequate fixtures for lighting, including but not limited to the provision and replacement of all light bulbs in permanent fixtures within the leased premises.
6. Hot and cold potable running water and adequate plumbing for the leased premises.
7. Sewer system for the leased premises.
8. All carpeting throughout the leased premises. All worn, frayed, or torn carpeting will be replaced by the Lessor, as necessary, throughout the term of the lease. All carpet that has reached the end of its useful life or is more than fifteen years old, shall be replaced by the Lessor unless waived in full or in part by the Lessee. Such waiver may be revoked by Lessee at any time. If the carpet is replaced, cleaned or repaired at any time during the term of the lease, the moving of the Lessee's furniture and equipment, excluding computers and related equipment, shall be the responsibility of the Lessor.
9. Integrated pest management services and/or extermination services to ensure property and leased premises are pest and rodent free.
10. Elevator maintenance for leased premises in buildings with elevators. Elevator service shall be provided twenty-four (24) hours/day, seven (7) days/week, including holidays and the period during which Lessee moves into and out of the premises.
11. Snow and ice removal from sidewalks and parking area adjacent to the premises.
12. Maintenance of and service to all Common Areas and exterior of the property, which shall include but is not limited to maintenance of lawn, and shrubs, landscaping, cleaning, trash disposal, HVAC, electrical current, gas lines, plumbing and light repairs and replacement.
13. Parking for vehicles. General maintenance of parking lot.
Address of parking lot: 505 N. County Farm Road, Wheaton, IL 60187.
14. Surface mounted raceways or wall cavity conduit which allows Lessee to install computer and telecommunications wiring in leased premises.
15. All general maintenance and repairs not caused by Lessee's negligence.
16. Operation, maintenance, and monitoring of life safety systems including but not limited to fire alarms, fire extinguishers and carbon monoxide detectors.
17. Maintenance and repair of the roof, the foundation, all structural systems and components of the building, all mechanical, electrical, and plumbing systems, components, and fixtures and all connections to the building for provision of utilities.
18. All insurance required by this agreement. See paragraph 17.
19. Signage and identification in accordance with Lessee's requirements.

B. Lessor is responsible for providing and paying all costs for the following for the Leased Premises :

- Real Estate Taxes
- Electricity service
- Gas service
- Sewer service
- Water service
- Janitorial services
- Trash/Scavenger Services
- Internet Service
- Phone Service
- Carpet cleaning after [Click or tap here to enter text.](#) months

- Painting after _____ months
- Other (list below)

C. Should Lessee and its officers, employees, agents and/or invitees cause damages beyond normal wear and tear to the premises, its fixtures and/or equipment, Lessee shall, at its own expense, repair, remedy or replace said damaged premises, fixtures, and/or equipment, upon demand of Lessor.

9. **Holdover:** If, after the expiration of the lease, Lessee shall retain possession of the premises, the lease shall continue in full force and effect on the same terms and conditions except the lease shall be on a month-to-month basis until terminated, but in no case may the lease continue on a month-to-month or other holdover basis for a total of more than six (6) months. Rent shall be paid monthly on a prorated basis at the rate paid during the last expired lease term.

10. **Accessibility:** Lessor acknowledges that the leased premises is in compliance with all applicable accessibility laws. Lessor acknowledges that compliance with the Environmental Barriers Act and the Illinois Accessibility Code is a continuing obligation of Lessor requiring any and all elements and space altered improved, or newly constructed to conform to the applicable technical standard described in the Code. Lessor further acknowledges sole responsibility for the obligations of an owner under the Americans with Disabilities Act of 1990 and all relevant regulations promulgated thereunder for the building including but not limited to the exterior of the building, the leased premises and all common areas.

11. **Prevailing Wage:** All Tenant improvement work completed on behalf of or for the use of the Lessee shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor in the Prevailing Wage Act. Lessor is responsible for obtaining any periodic revisions to the wage rates from the Department of Labor. See 820 ILCS 130/0.01 *et seq.*

12. **Quiet Enjoyment:** Lessor and/or parties signing on behalf of Lessor covenant and certify that they have full right and power to execute and perform this lease and to commit to all described covenants. Authority and eligibility for corporations, partnerships and trusts is shown on the attached Real Estate Lease Form Disclosure Statement. Lessee will have full use of the premises free from harassment, disturbance or eviction by Lessor or any person or entity. If Lessor has given a mortgage on the premises, Lessor shall provide that default or foreclosure will not affect the lease.

13. **Occupancy and Surrender:** Lessee will be entitled to occupancy on the date of commencement of the term. Lessor shall obtain, at Lessor's sole cost and expense, any permit, license, certificate, or other authorization required for the lawful and proper use and occupancy by Lessee or any other party of all or any part of the Premises and shall exhibit the same to Lessee upon Lessee's request. If for any reason occupancy is delayed, Lessee will not be liable for rent until Lessee has taken occupancy, and rental will be prorated from date of occupancy. If occupancy is not given, then Lessee at its own option may terminate this lease.

Lessee may make improvements, additions, installations, decorations, and changes ("Alterations") of a non-structural nature to the Premises without Lessor's prior written approval. Non-structural Alterations means any Alterations which do not affect any of the major Building systems or structural components. Lessee may make any other alterations to the Premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

Lessee will return the premises in the same condition as existed on the first day of the term, with the exception of reasonable wear and tear; repairs and replacements; loss by fire, casualty and other causes beyond Lessee's control; and improvements permitted or required. No property of Lessee may be retained by Lessor for any reason unless agreed to in writing upon termination. Lessee may remove all state-owned or paid-for equipment, fixtures and improvements.

14. **Assignment:** Lessee may substitute judicial branch tenants only upon 90 days prior written notice to Lessor. Such substitute tenant shall have right to occupancy and use of lease premises.

15. **Condemnation:** If, during the term of this lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or undesirable, Lessee may terminate the lease by giving written notice. Lessee will be entitled to damages for any unamortized improvement costs paid for directly or indirectly by Lessee.

16. **Untenantability:** If any portion of the property, building, land, leased premises or common area are damaged by fire, casualty, or any other cause, the damage shall be promptly repaired by and at the sole cost and expense of Lessor. Until such repairs and restoration are completed, the rent shall be abated in proportion to the time period that the leased premises are unusable, unsuitable or inaccessible for Lessee to fully conduct its business.

If the leased premises become untenable because of fire, casualty or any other cause, Lessee may declare the lease terminated

and may vacate. Lessee may choose to remain in possession after terminating the lease, paying at the monthly rate, until suitable substitute premises are available.

- 17. Insurance:** Lessee understands that Lessor shall not insure Lessee's equipment or office furnishings. In the event of damage or other casualties to the premises and improvements thereto attributable to Lessor, Lessor is self-insuring. A copy of Lessor's self-insurance policy or certificate will be provided upon request.

Lessee is self-insuring. A copy of Lessee's self-insurance policy or certificate will be provided on request.

- 18. Breach:** Failure of either party to comply with the terms of this lease, including but not limited to the failure to complete improvements in accordance with the terms of this lease or failure to make or complete in a reasonable time necessary repairs, is a breach of this lease. In the event of a breach by either party, the non-breaching party shall have the option of curing the breach and deducting actual costs plus a reasonable administrative fee from rental payments or terminating the lease. If the lease is terminated, Lessee may remain in possession, making payment at the current monthly rate until suitable substitute premises are available. Rental periods of less than one full month shall be prorated on a daily basis.

- 19. Force Majeure:** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, or explosion.

- 20. Covenants Binding:** All covenants and representations made in this lease are dependent, and will be binding upon, apply to, and be for the benefit of any successor in interest to the parties. No provision of this lease may be modified, or additional requirements established without the express written approval of the Administrative Office of the Illinois Courts.

- 21. Examination of Records:** Lessor agrees to allow Lessee to examine all records pertaining to this lease, to verify compliance with this lease and costs associated with the lease. Lessor shall maintain, for a minimum of 5 years after the completion of the lease, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the lease; the lease and all books, records, and supporting documents related to the lease shall be available for review and audit by the Auditor General of the State of Illinois and other State entities as required by law; and Lessor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the lease for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

- 22. Signature:** Representatives of the Administrative Office of the Illinois Courts execute this document in their official capacity only and not as individuals.

- 23. Notices:** Notices to Lessor shall be sent to the addresses shown on page one of this lease. Notices to Lessee shall be sent to the tenant's address indicated on page one of this lease and to the Administrative Office of the Illinois Courts at 3101 Old Jacksonville Road, Springfield, IL 62704-6488.

- 24. Governing Law and Jurisdiction:** This lease is governed by the laws of the State of Illinois and will be interpreted in accordance with Illinois law. Jurisdiction shall be in the State of Illinois Court of Claims as to any legal action or proceeding filed by Lessor for litigation of rights or claims against the Lessee.

- 25. Non-discrimination:** Lessor and its employees and subcontractors agree not to commit unlawful discrimination and/or sexual harassment and agree to comply with any and all statutes and rules related to the same including but not limited to applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act, and the Federal Rehabilitation Act, the Americans with Disabilities Act, the Illinois Environmental Barriers Act, the Illinois Public Works Employment Discrimination Act and rules applicable to each.

- 26. Authority to Execute:** Parties signing this lease on behalf of Lessor certify that they have authority to execute this lease and to commit to all described covenants.

- 27. Ownership:** Lessor covenants and warrants that record title to the demised premises is held by Lessor or that Lessor has lawful authority and the requisite site control to enter into this lease agreement by virtue of other contractual agreements with the record title owner or subsequent transferee, assigns or successors in interest (i.e., Lessee, Sublessee, Contract Purchaser, Optionee, etc.). Failure by Lessor to fully and accurately complete the provisions of Exhibit B, the Real Estate Lease Form

Disclosure Statement, attached hereto and incorporated by reference herein, shall constitute a material breach of this Lease.

It is acknowledged that in the event of such a material breach by Lessor, its assigns, transferees, or other successors in interest, Lessee shall be entitled to immediately terminate this lease and vacate the demised premises. In the alternative, Lessee may elect to declare the material breach but retain possession for the balance of any term remaining, and as liquidated damages and not as a penalty, to reduce rental payments and other charges due hereunder by twenty-five percent (25%) for the entire term of this lease, including any extensions thereto or periods of holdover, or until the material breach is cured by full and complete disclosure, whichever occurs first. The foregoing reductions represent a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses to Lessee that might result from such a breach.

- 28. Change of Ownership or Beneficial Interest:** The Administrative Office of the Illinois Courts must be notified in writing by Lessor of any change in ownership and/or beneficial interest of a trust within thirty (30) days of the event. All assigns, transferees, or other successors in interest to Lessor shall be required to comply with any and all disclosure requirements of applicable Illinois law, or regulations governing real estate lease transactions. It is understood and agreed by the parties that any subsequent assigns, transferees, and other successors in interest to Lessor shall be specifically subject to the liquidated damages provisions of the preceding provision for material breach in failing to comply with disclosure requirements.
- 29. Entire Agreement:** This lease, including its addenda and exhibits, contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this lease shall be binding or valid.
- 30. Severability:** If any provision of this lease agreement should be found by a court of competent jurisdiction illegal, invalid, void, or against public policy it shall be considered severable. The remaining provisions shall not be impaired, and the lease agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 31. Modifications:** Any modification, change or amendment subsequent to the execution of this lease agreement may be made only by an instrument in writing executed and signed by the parties.
- 32. Waiver:** The failure of any party to enforce any provision of this lease agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.
- 33. Examination of Instrument:** Submission of this instrument for examination does not constitute a reservation of or option for the premises. The instrument does not become effective as a lease or otherwise until executed by both Lessor and Lessee.
- 34. Time is of the essence:** Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.
- 35. Disclosure:** The following exhibit(s) are made a part of this lease:

- Floorplan
- Improvements
- Ownership Disclosure
- Other:

36. Certifications:

A. Conflict of Interest. Lessor certifies that neither Lessor, Lessor's spouse nor minor child(ren):

- holds an elected office in the State of Illinois;
- holds a seat in the General Assembly;
- is appointed to or employed in any of the offices or agencies of State government for which Lessor, Lessor's spouse or minor child(ren) receives compensation in excess of 60% of the salary of the Governor of the State of Illinois: or
- is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority.

If Lessor is not an individual, Lessor certifies that no person who is entitled to receive more than 7 1/2% of the Lessor's total distributable income or an amount in excess of the salary of the Governor and no person who together with their spouse or minor child(ren) is entitled to receive more than 15%, in the aggregate, of Lessor's total distributable income or an amount in excess of two (2) times the salary of the Governor:

- holds an elected official in the State of Illinois;
- holds a seat in the General Assembly;
- is appointed to or employed in any of the offices or agencies of State government for which they, their spouse or minor child(ren) receives compensation in excess of 60% of the salary of the Governor of the State of Illinois; or
- is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority.

See section 50-13 of the Supreme Court of Illinois Judicial Branch Procurement Code (same as section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)).

- B. Bid-rigging or Bid-rotating.** Lessor certifies that Lessor has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961. See 720 ILCS 5/33E-3, 33E-4.
- C. Educational Loan Default.** If the Lessor is an individual, Lessor certifies that Lessor is not in default on an educational loan. See 5 ILCS 385/3.
- D. Anti-bribery.** Lessor certifies that Lessor is not barred from being awarded a contract or subcontract under section 50-5 of the Supreme Court of Illinois Judicial Branch Procurement Code (same as section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5(a)). Section 50-5 prohibits a contractor or subcontractor from entering into a contract with a State agency if the contractor or subcontractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor or subcontractor has made an admission of guilt of such conduct which is a matter of record. Lessor further acknowledges that the Director of the Administrative Office of the Illinois Courts may declare this lease void if this certification is false.
- E. Debt Delinquency.** Lessor certifies that Lessor, or any affiliate, is not barred under section 50-11 of the Supreme Court of Illinois Judicial Branch Procurement Code from contracting with the State of Illinois judicial branch. Section 50-11 of the Supreme Court of Illinois Judicial Branch Procurement Code prohibits a Lessor from entering into a lease agreement with the judicial branch if the Lessor knows or should know that Lessor, or any affiliate, is delinquent in the payment of any debt to the State of Illinois unless the Lessor or affiliate has entered into a deferred payment plan to pay off the debt. Lessor further acknowledges that, under section 50-60 of the Supreme Court of Illinois Judicial Branch Procurement Code, Director of the Administrative Office of the Illinois Courts may declare the lease void if this certification is false or if Lessor is determined to be delinquent in the payment of any debt to the State during the term of the lease.
- F. Collection and Remittance of Illinois Use Tax.** Lessor certifies that Lessor, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Supreme Court of Illinois Judicial Branch Procurement Code. Section 50-12 of the Illinois Judicial Branch Procurement Code prohibits a contractor from entering into a contract with the judicial branch if Lessor, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.). Lessor further acknowledges that, under Section 50-60 of the Supreme Court of Illinois Judicial Branch Procurement Code, the Director of the Administrative Office of the Illinois Courts may declare the lease void if this certification is false or if Lessor, or any affiliate, is determined to be delinquent in the payment of any debt to the State of Illinois during the term of the lease.
- G. Prohibited Bidders and Contractors.** Lessor certifies in accordance with Section 50-10.5 of the Supreme Court of Illinois Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five years prior to the date of the lease. Lessor acknowledges that the Director of the Administrative Office of the Illinois Courts may declare the lease void if this certification is false.
- H. Environmental Protection Violations.** Lessor certifies that Lessor, or any affiliate, is not barred from entering into this lease under Section 50-14 of the Supreme Court Illinois Judicial Branch Procurement Code. Section 50-14 prohibits entering into an agreement with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. Lessor acknowledges that the Director of the Administrative Office of the Illinois Courts may declare the lease void if this certification is false.
- I. Drug Free Workplace.** If Lessor is an individual, or an individual doing business in the form of a sole proprietorship, Lessor certifies that Lessor will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this lease. See 30 ILCS 580/4.

For lease agreements over \$5,000.00, if Lessor is a corporation, partnership, or other entity with 25 or more employees, Lessor agrees that it will provide a drug free workplace by:

1. Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on this lease agreement, the employee will:
 - (i) abide the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

2. Establishing a drug free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) the grantee's or Vendor's policy of maintaining a drug free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon an employee for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the lease and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within 10 days after receiving notice under part (ii) of paragraph (c) of subparagraph (1) above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act. See 30 ILCS 580/1 *et seq.*

J. Registration as a Business Entity. Lessor certifies that (1) Lessor is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Supreme Court of Illinois Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) Lessor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Supreme Court of Illinois Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Lessor acknowledges that the Director of the Administrative Office of the Illinois Courts may declare the lease void if this certification is false.

K. Felons. Lessor certifies that Lessor is not barred under 30 ILCS 500/50-10 from contracting with the State. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. Lessor further acknowledges that the Director of the Administrative Office of the Illinois Courts may declare the lease void if this certification is false.

37. COMPLIANCE WITH PROPERTY LAW AND INDEMNIFICATION. Lessor shall be responsible for compliance, at Lessor's sole cost and expense, with all statutes, rules, ordinances, orders, codes and regulations, and legal requirements and standards issued thereunder, as the same may be enacted and amended from time to time (collectively referred to in this paragraph as the "Laws"), which are applicable to all or any part of the physical condition and occupancy of the property, including but not limited to the building, the Land, the common areas, and the leased premises. Lessor represents and warrants that the property, including but not limited to the building, the Land, the common areas, and the leased premises, is in compliance with the Laws as of the Lease Commencement Date.

Lessor acknowledges that compliance with the Environmental Barriers Act and the Illinois Accessibility Code is a continuing obligation of Lessor requiring any and all elements and space altered, improved, or newly constructed to conform to the applicable technical standard described in the Code. For facilities carrying out programs funded in whole or in part by Federal funds, the Lessor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973.

Lessor shall notify Lessee of any violation notices or waivers of building, OSHA or life safety codes, or outstanding insurance carrier recommendations that Lessor receives, with respect to the property, including but not limited to the building, the Land, the common areas, and the leased premises. Lessee shall notify Lessor of any OSHA violation notices with respect to the property.

Lessor agrees to indemnify, defend, and hold Lessee harmless from any costs and expenses, including attorney fees, incurred by Lessee, due to any liability arising from mold, asbestos claims or from any liability arising from any claims due to the presence of Hazardous Materials anywhere in the leased premises or at the property, including but not limited to the building, parking lot and surrounding land. Lessor hereby agrees to indemnify, defend, and hold Lessee harmless from all loss, cost, liability, or expense, including reasonable attorney fees, resulting from its failure to comply with laws applicable to the property, including but not limited to environmental laws, accessibility laws, and building codes.

38. TAXPAYER IDENTIFICATION NUMBER.

Under penalties of perjury, the Vendor certifies that the social security number (SSN) or the employer’s identification number (EIN), and legal status listed below are correct.

_____ Social Security Number OR _____ Employer’s Identification Number

- Individual (SSN)
 - Sole Proprietor (SSN or EIN of Owner or EIN of LLC Disregarded Entity)
- If an LLC Disregarded Entity, Vendor **MUST** submit a copy of the IRS EIN assignment letter.

- Partnership (EIN)
- Legal Services Corporation (EIN)
- Tax Exempt (EIN)
- Corporation providing or billing medical and/or health care services (EIN)
- Corporation NOT providing or billing medical and/or health care services (EIN)
- Governmental (EIN)
- Nonresident Alien (ITIN)
- Estate or Trust (EIN)
- Pharmacy (Non-Corp.) (EIN)
- Pharmacy/Funeral Home/Cemetery (Corp.) (EIN)

Limited Liability Company

- C corporation (EIN) If checked, Vendor **MUST** provide a copy of the IRS acceptance letter
- S corporation (EIN) If checked Vendor **MUST** provide a copy of the IRS acceptance letter
- P partnership (EIN) If checked Vendor **MUST** provide a copy of the IRS EIN assignment letter

UNDER PENALTIES OF PERJURY, THE UNDERSIGNED PERSON SIGNING THIS AGREEMENT ON BEHALF OF LESSOR AFFIRMS THEY ARE AUTHORIZED TO EXECUTE THE CERTIFICATIONS CONTAINED HEREIN ON BEHALF OF LESSOR AND THEY HAVE THE AUTHORITY TO BIND LESSOR TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. Representatives of the Administrative Office of the Illinois Courts execute this document in their official capacity only and not as individuals. IN WITNESS WHEREOF, the parties have executed this lease agreement on the date indicated below.

LESSEE:
Administrative Office of the Illinois Courts

LESSOR:
DuPage County Board, DuPage County, Illinois

Signature

Erin Moe

Type/Print Name

Director of Finance

Type/Print Title

Date

Signature

Deborah A. Conroy, Chair

Type/Print Name

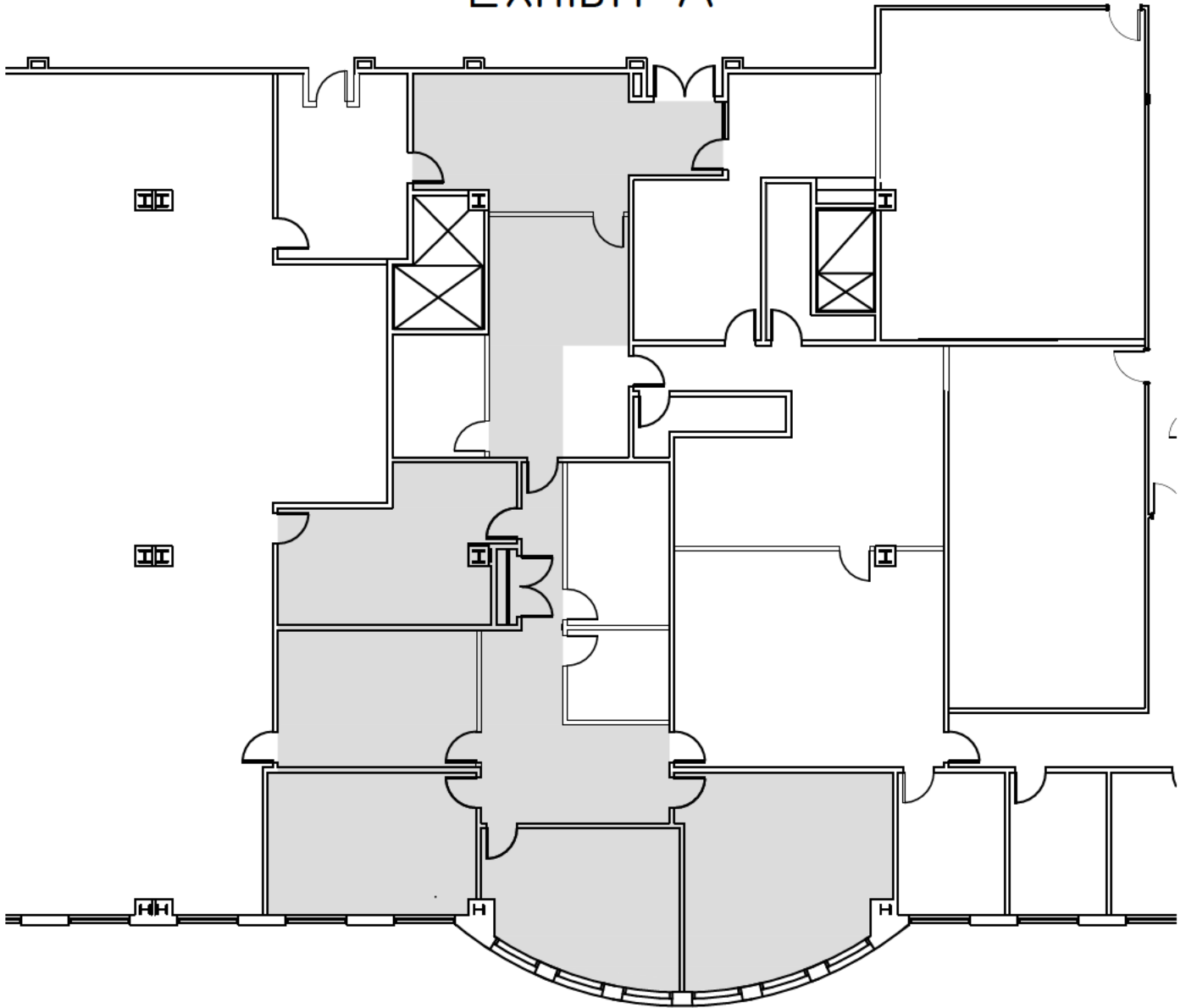
DuPage County Board

Type/Print Title

Date

* A copy of the Illinois Judicial Branch Procurement Code is available at illinoiscourts.gov

EXHIBIT A



○ PARTIAL 3RD FLOOR PLAN
SCALE: 1/16" = 1'-0"



■ = AREA OF LEASED PREMISES (2,529 SQUARE FEET)



HJH Judicial Office Facility
505 N County Farm Road
Wheaton, IL

