

**FACILITY LEASE AGREEMENT**

**BETWEEN**

**FORTRESS PLUS SOLUTIONS, LLC  
("LANDLORD")**

**AND**

**COUNTY OF DuPAGE and DuPAGE COUNTY SHERIFF'S OFFICE  
(collectively, "TENANT")**

## **FACILITY LEASE AGREEMENT**

**THIS FACILITY LEASE AGREEMENT** (“*Lease*”), dated December 1, 2023 (“*Effective Date*”), is entered into by and between FORTRESS PLUS SOLUTIONS, LLC, an Illinois Limited Liability Company (“*Landlord*”), and COUNTY OF DuPAGE and DuPAGE COUNTY SHERIFF’S OFFICE (*collectively*, “*Tenant*”).

**NOW, THEREFORE**, it is mutually agreed as follows:

- I. Premises Subject to Lease; No Mail; Security. Landlord hereby lets to Tenant, and Tenant hereby hires and leases from Landlord, the “Premises”:: The northerly portion of a building commonly referred to as “Suite 409” and containing approximately 11,317 rentable square feet, as determined by Landlord, and depicted on Exhibit A and identified by address on Exhibit B. Tenant acknowledges and agrees that no mail, post or package deliveries of any kind shall be delivered to the Premises. All mail, post, packages, and other deliveries directed to Tenant shall be sent or delivered to an off-site P.O. Box or Tenant’s business address. Landlord shall provide 24 hour on-site security, monitoring, functioning cameras and operational sprinklers at the building in which the Premises are located.
- II. Rent. Tenant agrees to pay to Landlord Rent in accordance with the provisions of this Section.
  - A. Rent. Tenant shall pay to Landlord a -monthly rent (“*Rent*”) during the Term of this Lease as follows:
    - i. December 1, 2023 through November 30, 2024: Twenty-Four Thousand Nine Hundred Sixteen Dollars (\$24,916) per month;
    - ii. December 1, 2024 through November 30, 2025: Twenty-Five Thousand Six Hundred One and 88/100 Dollars (\$25,601.88) per month;
    - iii. December 1, 2025 through November 30, 2026: Twenty-Six Thousand Three Hundred Five and 93/100 Dollars (\$26,305.93) per month;
    - iv. December 1, 2026 through November 30, 2027: Twenty-Seven Thousand Twenty-Nine and 34/100 Dollars (\$27,029.34) per month; and
    - v. December 1, 2027 through November 30, 2028: Twenty-Seven Thousand Seven Hundred Seventy-Two and 65/100 Dollars (\$27,772.65) per month.
  - B. Original invoices shall be presented for payment at least 29 days prior to the payment date listed in Section II.A(vi) above. The County shall pay all invoices pursuant to 50 ILCS 505, “Local Government Prompt Payment Act. Payment will not be made on invoices submitted later than six-months (180 days) after the month billed for occupancy and any statute of limitations to the contrary is hereby waived. Pursuant to the Act, interest on any amount(s) due and owing shall be 1% per month. Neither this provision, nor Landlord’s receipt and acceptance of any late penalty fee, shall be deemed a waiver of Landlord’s right to receipt of Rent 30 days after it is invoiced thereafter, as required by this Lease.

- C. Payment of Rent. Rent shall be paid to Landlord at Landlord's address set forth below, or at such place and to such person or entity as Landlord from time to time may designate by thirty (30) days' notice to Tenant, without demand, counterclaim, setoff, deduction, or defense, and without abatement, suspension, deferment, diminution, or reduction for any reason whatsoever, except as otherwise specifically provided.
- III. Lease Term. Landlord and Tenant agree that Tenant shall have the right to use and to occupy the Premises during the times provided in this Section:
- A. Initial Term. The Initial Term of the Lease shall commence on December 1, 2023 ("*Commencement Date*"). The Lease shall terminate on November 30, 2028 ("*Termination Date*").
- B. Vacation of Premises. On the Termination Date, Tenant shall remove its goods and effects and peacefully surrender possession of the Premises to Landlord in the order and condition required by the provisions of this Lease.
- IV. Intentionally deleted.
- V. Intentionally deleted.
- VI. Intentionally deleted.
- VII. Authorized Use. Tenant shall use and occupy the Premises only for, or in connection with, the storage of law enforcement vehicles and any lawful purposes related or ancillary thereto. Tenant shall not perform any maintenance or repair of any vehicles in the Premises or permit any unlawful occupation, business, or trade to be conducted on the Premises or any part thereof. Access to the Premises shall be available 24 hours per day, 365 days per year subject to express written authorization of the DuPage County Sheriff. Tenant shall not breach or suffer the breach of any condition, agreement, or restriction, either recorded or of which Tenant has knowledge, affecting the Premises or the use of the same. Landlord must be notified of any changes in personnel who are/were authorized to access the Premises by Tenant and if any authorized personnel is terminated, reassigned, or the status of that personnel has changed. Tenant shall notify Landlord within seven (7) business days.
- VIII. Insurance.
- Liability Insurance. Tenant shall maintain at all times during the Term of this Lease self-insurance regarding (i) public liability and automobile liability insurance in the minimum amount of Two Million and 00/100ths Dollars (\$2,000,000.00) single limit, Three Million and 00/100ths Dollars (\$3,000,000.00) in the aggregate limit, coverage for damage to property with a limit not less than One Hundred Thousand and 00/100ths Dollars (\$100,000.00), (ii) workman's compensation and employer liability coverage, and (iii) other any insurance as required by Federal or State of Illinois laws or regulations. The Tenant's program of insurance and/or self-insurance shall be funded

and administered in a manner reasonable for an organization such as Tenant. Said program of insurance and/or self-insurance shall provide for at least thirty (30) days' notice to Landlord before cancellation.

- A. Certificates of Insurance. Copies of certificates of self-insurance insurance shall be delivered to Landlord at the commencement of this Lease and at each renewal, extension, modification, or change in Tenants program of insurance and/or self-insurance.
- B. Failure of the Tenant to maintain all insurance policies or self-insurance and coverage amounts this Lease shall constitute a material breach of this Lease and shall be cause for termination by Landlord of same.

IX. Repair, Restoration, and Rebuilding.

- A. Tenant's Duty to Restore. Tenant covenants and agrees that in case of damage to, or unauthorized Improvements on the Premises caused by Tenant, it will promptly, at its sole cost and expense, repair, restore, and rebuild the Premises to its condition immediately prior to such damage or unauthorized improvement (assuming all Tenant's maintenance and repair obligations of this Lease had been fully complied with). Tenant's duty to restore does not include destruction or damages caused by events and/or circumstances beyond the Tenant's reasonable control, or by the actions of third-parties, including but not limited to trespass, vandalism, theft, wildfires, rain, wind, ice, and any/all Acts of God; nor shall Tenant have any obligation to repair and/or restore damages resulting from Landlord's negligence or willful acts and/or omissions. Such repair, restoration, or rebuilding shall be commenced and completed at times agreed upon by the parties (subject to delays occasioned by fires, explosions, strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions, or similar causes beyond the control of Tenant). .
- B. No Abatement of Rent. No damage or destruction, caused by Tenant, of any or all of the Improvements, shall be taken to entitle Tenant to surrender possession of the Premises or to terminate this Lease, nor shall there be any suspension or abatement of the Basic Rent or Additional Rent provided for herein as a result of such damage or destruction by Tenant.

X. Remedies in Case of Default.

- A. Events of Default. Any one or more of the following events shall constitute an "*Event of Default*":
  - i. Tenant's failure to provide Landlord with proof of insurance coverage, payment therefor, or notice of any cancellation as required by Section VIII;
  - ii. Landlord's failure to guarantee and provide Tenant with access, use, occupancy and quiet enjoyment of the leased property, for the purposes outlined in Part VII above;

- iii. Landlord's failure to provide on-site security, monitoring, functional cameras and operational fire sprinklers, as outlined in Part I above;
  - iv. Tenant's failure to timely pay Landlord Basic Rent, Additional Rent, or any other amount within thirty (30) days of the date on which the payment is invoiced; or
  - v. In the case of any other term or provision of this Lease, either Party's complete or partial failure to perform as required, and such failure shall continue for a period of thirty (30) days after notice has been provided , unless such non-monetary default cannot be cured within 30 days, in which event, so long as the breaching Party has commenced and is diligently pursuing such cure, the non-breaching Party shall allow the other a reasonable time, not to exceed one hundred twenty (120) days, to cure such failure.
- B. Remedies. Upon an Event of Default, and after the expiration of any applicable cure period, either Party, at its option, by written notice to the other, may terminate this Lease and designate a date not less than thirty (30) days from the giving of such notice which shall be the Termination Date. In addition, the Parties shall have the right to any and all other remedies then existing under this Lease, at law, in equity, or by statute, cumulatively.
- C. Tenant's Obligation to Vacate Upon Termination. Upon termination, Tenant shall quit and peacefully surrender its interest in the Premises and Improvements to Landlord. Tenant shall be allowed ample time and opportunity to remove any and all Tenant equipment from the premises.
- D. Re-let of Premises. At any time after such termination of this Lease, Landlord may relet the Premises, or any part thereof, for such term or terms and on such conditions as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive the rents therefor.
- E. Tenant's Obligation upon Termination. No termination of this Lease shall relieve either Party of its liabilities and obligations under this Lease, and such liabilities and obligations shall survive any such termination.
- XI. Discharge of Lien. In the event that the Premises, or any part thereof, or Tenant's leasehold interest thereon, becomes subject to any vendor's, mechanic's, laborer's, materialman's, or other lien, encumbrance, or charge based upon the furnishing of materials or labor to or at the direction of Tenant, Tenant shall cause the same, at Tenant's sole cost and expense, to be discharged within thirty (30) days after notice thereof to Tenant given by or on behalf of the lienor. In lieu of such discharge, Tenant may contest such lien, provided that Tenant gives Landlord additional security, including, but not limited to, a bond, as Landlord, in its sole discretion, deems satisfactory.

- XII. Maintenance and Repairs. Tenant shall, at its expense, maintain and repair the Premises in accordance with the provisions of this Section. All repairs performed by Tenant shall be done in a good quality workmanlike manner.
- A. Tenant's Repair Obligation Subject to Express Landlord Authorization. Subject to Landlord's express written authorization, Tenant, at its sole expense, shall keep and maintain the Premises and Improvements (including, without limitation, all repairs, maintenance, and/or replacement of walls, floors, ceilings, windows, heating, air conditioning, electrical, water, power, and plumbing systems and equipment, and Tenant Equipment (as defined below) in good working order and repair (including, without limitation, periodic painting, washing, and general refurbishing) and free of accumulations of trash or rubbish. Subject to Landlord's express written authorization, Tenant shall, at its sole expense, make all repairs, replacements, alterations, additions, and betterments as may be necessary and desirable in order to keep and maintain the Premises in working order and repair. If Tenant fails to make any such repairs or replacements after first obtaining Landlord's express written authorization, Landlord may enter the Premises at all reasonable times, with 48 hours-notice to Tenant, to make such repairs, replacements, alterations, improvements, and additions to the Premises and/or Improvements as Landlord shall desire or deem necessary, or as Landlord may be required to do by governmental authority or court order or decree. The costs of Landlord's repairs, replacements, alterations, improvements, and additions to the Premises and/or Improvements shall be Additional Rent, invoiced on the next first (1<sup>st</sup>) of the month and payable 30 days thereafter. Nothing contained herein, however, shall impose or imply any duty on the part of Landlord to make any such repairs or perform any such work.
- B. Compliance with Applicable Laws. Tenant at its sole cost and expense, shall comply with all laws, rules, and regulations of governmental authorities and agencies relating to Tenant's use and occupancy of the Premises, and all orders, rules and regulations relating to Tenant's use and occupancy of the Premises or any part thereof. Tenant shall comply with the requirements of all governmental permits and certificates and maintain public liability, fire, and other insurance policies at any time required by applicable law, rules, or regulations with respect to the Premises.
- C. Assignment of Warranties. Upon termination of the Lease, Tenant shall assign to Landlord all contractors' warranties and guarantees received by Tenant in connection with the performance by Tenant of its obligations under this Lease or of any other work in or upon the Premises.
- XIII. Assignment or Subletting. Tenant shall not, without the prior written consent of Landlord, (i) assign, encumber, or mortgage this Lease or any part thereof, (ii) sublet all or any part of the Premises, or (iii) permit the Premises or any part thereof to be occupied or used by any person or entity other than Tenant. Any such consent given by Landlord in any one instance shall not relieve Tenant of its obligation to obtain the prior consent of Landlord to

any further assignment, encumbrance, mortgage, subletting, occupancy, or use. In the event of any such assignment or sublet, Tenant shall remain liable for the full, faithful, and timely performance of all Tenant obligations hereunder, and all guaranties shall remain in effect.

- XIV. Alterations and Tenant Equipment. Tenant shall make no changes, additions, alterations, or leasehold improvements in or to the Premises or the building in which the Premises are located, without Landlord's express prior written consent. Tenant, at its expense and after first obtaining Landlord's express written consent, may install trade fixtures and equipment (collectively, "*Tenant Equipment*"), subject in all cases to the following:
- A. The installation and removal of Tenant Equipment shall be accomplished in a good and workmanlike manner, without damage to the Premises, Improvements, or any part thereof, and in compliance with all applicable laws and regulations of governmental authorities having jurisdiction including, without limitation, those requiring permits, licenses, and authorization of such governmental authorities;
  - B. The cost of installing and removing Tenant Equipment shall be paid by Tenant so that the Premises at all times shall be free from any lien, mortgage, conditional sales agreement, security interest, title retention agreement, or any charge for labor, services, or material supplied or claimed to have been supplied to the Premises as a result of the installation or removal of Tenant Equipment; and
  - C. Any consent given to Tenant for the installation of any Tenant Equipment shall not relieve Tenant of its obligation to obtain the prior consent of Landlord to the installation of any other Tenant Equipment.
- XV. Removal of Tenant Equipment. At any time during the Term of this Lease, Tenant may remove Tenant Equipment, provided Tenant repairs any damage to the Premises caused by such installation and/or removal. Upon the termination of this Lease, such removal and repair shall be mandatory. All Tenant Equipment not so removed may be removed by Landlord, at Tenant's cost and expense, or may be treated by Landlord as abandoned property and part of the Premises. Should Tenant fail to remove Tenant Equipment prior to the expiration of the Lease Term, Tenant shall pay to Landlord, on demand, the reasonably itemized cost of repairing any damage to the Premises resulting from Landlord's removal of Tenant Equipment or Landlord shall keep the Tenant Equipment at its discretion.
- XVI. Landlord's Access to Premises. Landlord shall have the right, at reasonable times and on reasonable notice (at least forty-eight (48) hours, which notice need not be in writing, (i) to show the Premises at any time during the term of this Lease to any prospective purchasers, mortgagees, or lessees, and (ii) to enter upon the Premises, or any part thereof, for the purpose of ascertaining the condition of the Premises or whether Tenant is observing and performing the obligations assumed by it under this Lease, all without hindrance or obstruction from Tenant.

XVII. Condemnation.

- A. Definitions. The term “*Taking*” shall mean a taking during the Term of the Lease of all or part of the Premises as a result of condemnation or by agreement between Landlord and the condemning authority. The term “*Date of Taking*” shall mean the date on which title is vested in the condemning authority.
- B. Total Condemnation. In the event of a Taking of the whole of the Premises, this Lease shall terminate on the Date of Taking as if such date were the Termination Date.
- C. Partial Condemnation. In the event of a Taking of less than all the Premises, this Lease shall remain in full force and effect with respect to the part of the Premises not the subject of the Taking. Basic Rent and Additional Rent shall abate in proportion to the reduction in value of the Premises.
- D. Condemnation Award. Landlord shall be entitled to receive the entire award for any Taking, and Tenant hereby assigns to Landlord all its right, title, and interest in and to such award, except any damages/award resulting from the loss of value of any Tenant Equipment, Tenant’s leasehold interest, and any and all of Tenant’s expenses which may be compensable as a result of the Taking. Nothing contained in this Section shall be deemed to prevent Landlord from settling any threatened or filed condemnation proceeding.
- E. Landlord’s Grant of Title or Easements. From time to time during the Lease, Landlord may convey title to, or grant easements in, portions of the land included in the Premises to governmental authorities or utility companies for road widening, curb rounding and water, sewer, electrical, communication, and other utility lines. Any such conveyance or grant shall not be deemed a Taking.
- F. Mortgages. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord’s interest in the Premises and on the Improvements. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant shall nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be reasonably requested by the mortgagee.

XVIII. Environmental Compliance. At all times during the Term of this Lease, Tenant shall use and occupy the Premises and shall conduct its business in compliance with all applicable environmental ordinances, laws, or regulations of any governmental unit having jurisdiction over the Premises and/or the use and occupancy thereof. Tenant shall not permit the storage of any toxic and/or hazardous material, including, without limitation, asbestos, PCB, pesticides, gasoline, oil and oil wastes, herbicides, and any other materials



deemed toxic by the Illinois or United States Environmental Protection Agency in, on or around the Premises, except as required to operate its business.

A. Definitions.

- i. The term “*Environmental Laws*” shall mean and include, without limitation, any federal, state, or local law, statute, regulation, or ordinance pertaining to health, industrial hygiene, or the environmental or ecological conditions, on, under or about the Premises, including, without limitation, each of the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“*CERCLA*”), 42 U.S.C. sec. 9601, et seq.; the Resource Conservation and Recovery Act of 1976, as amended (“*RCRA*”), 42 U.S.C. sec. 6901, et seq.; the Clean Air Act, as amended, 42 U.S.C. sec. 7401, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. sec. 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. sec. 2601, et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. sec. 11001, et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. sec. 651, et seq.; the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. sec. 300(f), et seq.; and the rules, regulations, and ordinances of the U.S. Environmental Protection Agency, Illinois Environmental Protection Agency, the State of Illinois, DuPage County, the Village of Burr Ridge, and all other agencies, boards, commissions, and other governmental bodies and agencies having jurisdiction over the Premises or the use, operation, or occupancy thereof.
- ii. The term “*Hazardous Substance*” shall mean any substance which is toxic, ignitable, reactive, or corrosive, and includes, without limitation:
  - a) those substances which are or become included within the definitions of “hazardous substances,” “hazardous material,” “toxic substances,” or “solid waste” in any of CERCLA, RCRA, the Clean Air Act, the Illinois Environmental Protection Act, and the Hazardous Materials Transportation Act (49 U.S.C.A. sec. 1801, et seq.), and in regulations promulgated pursuant thereto;
  - b) those substances which are or become listed in the U.S. Department of Transportation Table or amendments thereto (49 CFR sec. 172.101 (1988) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances;
  - c) those other substances, materials, and wastes which are or become regulated under any applicable federal, state, or local law, regulation or ordinance, or by any federal, state, or local governmental agency, board, commission, or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance (including, without limitation, petroleum, petroleum by-products, petroleum derivatives and any and all other hydrocarbons); and

- d) any material, waste or substance which is any of the following: a) asbestos; b) polychlorinated biphenyls; c) designated or listed as a “*hazardous substance*” pursuant to §1321(14) of the Clean Water Act; d) explosive; or e) radioactive.

- iii. Tenant shall not have any liability under this Section for Hazardous Substances that were located on the Premises prior to the date of Tenant’s occupancy of the Premises. However, a rebuttable presumption will be inferred if Hazardous Substances are located on the Premises during or after the Term of this Lease.

XIX. Notices. All notices, consents, approvals, requests, and other communications (collectively, the “*Notices*”) required or permitted under this Lease shall be given in writing and (1) mailed via first class certified mail, or (2) mailed via overnight courier and addressed as follows:

If to Landlord:           Fortress Plus Solutions, LLC  
                                  P.O. Box 414  
                                  Western Springs, IL 60558

and                           Fortress Plus Solutions, LLC  
                                  18834 W Grand Ave  
                                  Lake Villa, IL 60046

If to Tenant:             DuPage County Chair Deborah A. Conroy  
                                  The County of DuPage  
                                  421 N. County Farm Rd.  
                                  Wheaton, IL 60187

                                  Sheriff James Mendrick  
                                  DuPage County Sheriff’s Office  
                                  501 N. County Farm Rd  
                                  Wheaton, IL 60187

**XX. CONDITION OF PROPERTY “AS-IS”. TENANT HAS BEEN ADVISED BY LANDLORD TO OBTAIN A PROFESSIONAL INSPECTION OF THE PREMISES. TENANT HAS HAD THE RIGHT TO MAKE ANY AND ALL INSPECTIONS. THE LANDLORD WILL NOT PAY FOR ANY REPAIRS, CORRECTIONS, OR REPLACEMENTS, IRRESPECTIVE OF THE RESULTS OF ANY INSPECTION CONDUCTED BY TENANT OR ANY OTHER PARTY. TENANT IS FAMILIAR WITH THE CONDITION OF THE PREMISES. TENANT AGREES TO AND SHALL ACCEPT THE PREMISES, AND ANY AND ALL SYSTEMS AND EQUIPMENT SERVING THE PREMISES, AND ITS ENVIRONMENTAL CONDITION, IN AN “AS IS” CONDITION, WITHOUT ANY AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, OR**

**OBLIGATIONS ON THE PART OF LANDLORD TO PERFORM ANY ALTERATIONS, REPAIRS, OR IMPROVEMENTS, OR ANY OTHER KIND OR NATURE REGARDING THE CONDITION OF THE PREMISES. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES, OR THE SYSTEMS AND EQUIPMENT ON THE PREMISES. LANDLORD SHALL FURNISH TO TENANT ANY INSPECTIONS IT HAS MADE OF THE PREMISES OR ANY INSPECTIONS IT HAS IN ITS POSSESSION AT THE TIME OF SIGNING.**

XXIV. Miscellaneous.

- A. Entire Agreement. This Lease contains the entire agreement between the Parties with respect to the transactions contemplated herein.
- B. Waiver. Landlord's failure to insist upon Tenant's strict performance of any of the covenants or agreements of this Lease shall not be deemed a waiver of any of Landlord's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Tenant in any of the covenants or agreements of this Lease.
- C. Amendment. This Lease may be amended, altered, or revoked at any time, in whole or in part, by filing with this Lease a written instrument setting forth such changes signed by all of the parties hereto.
- D. Binding Effect. This Lease shall be binding on the parties hereto, and their respective successors, assigns, heirs, and legal representatives.
- E. Headings. Headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease.
- F. Governing Law. This instrument shall be governed by, and construed in accordance with, the laws of the State of Illinois.
- G. Severability. Each Section of this Lease and each sentence, clause, or phrase contained in each Section shall be considered severable and if, for any reason, any Section or sentence, clause, or phrase is determined to be invalid or unenforceable, that portion of this Lease determined to be invalid or unenforceable shall be removed or reformed, so that such invalidity or unenforceability shall not impair the operation of or affect that portion of this Lease which is valid.
- H. Arbitration. This Lease has been made, executed and delivered in Cook County, Illinois. In the event of any dispute arising out of or in any way related to this Lease, the Parties agree to resolve the dispute first via formal mediation through ADR Systems in Chicago, Illinois. and if mediation is not successful, then binding arbitration before a single arbitrator at ADR Systems in Chicago, Illinois. The cost of mediation or

arbitration shall be borne equally by the Parties. Each party shall bear its own costs and fees.

- I. Use and Enjoyment. Except as otherwise provided in this Lease, Landlord covenants and agrees that Landlord, its agents, and employees shall not knowingly or intentionally interfere in any way or manner whatsoever with Tenant's use and enjoyment of the Premises in accordance with the covenants and agreements of this Lease.
- J. Remedies Cumulative. Each right, power, and remedy of either Party provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Lease or now or hereafter existing at law, in equity, by statute, or otherwise, and the exercise by either Party of any one or more of such rights, powers or remedies shall not preclude the concurrent or later exercise of any or all other rights, powers or remedies.

**IN WITNESS WHEREOF**, the Parties have executed this Facility Lease Agreement the day and year first above written.

Landlord: Fortress Plus Solutions

Tenant: The County of DuPage

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

By: \_\_\_\_\_  
Deborah A. Conroy

Its: Manager \_\_\_\_\_

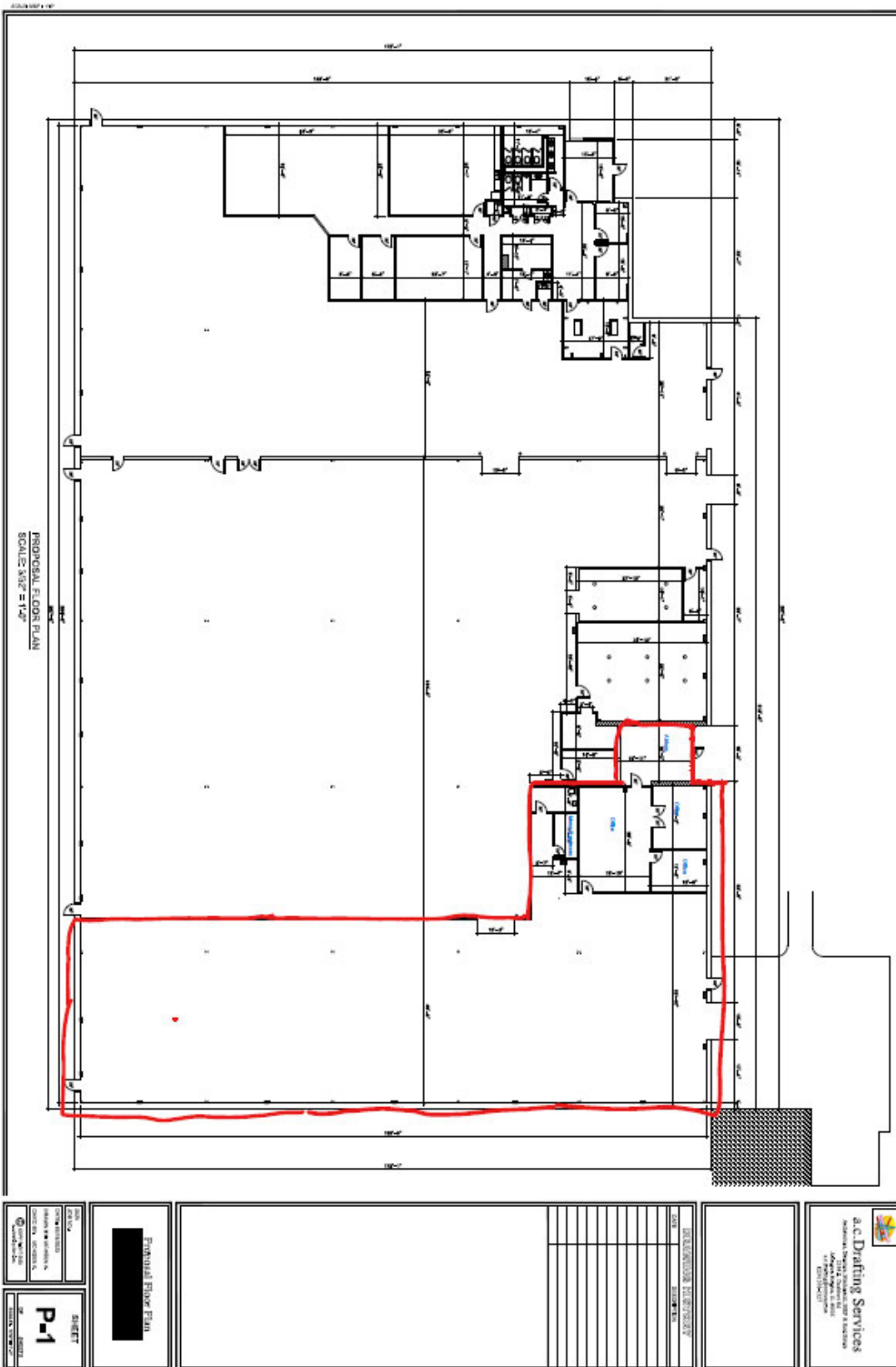
DuPage County Board Chair

Tenant: DuPage County Sheriff's Office

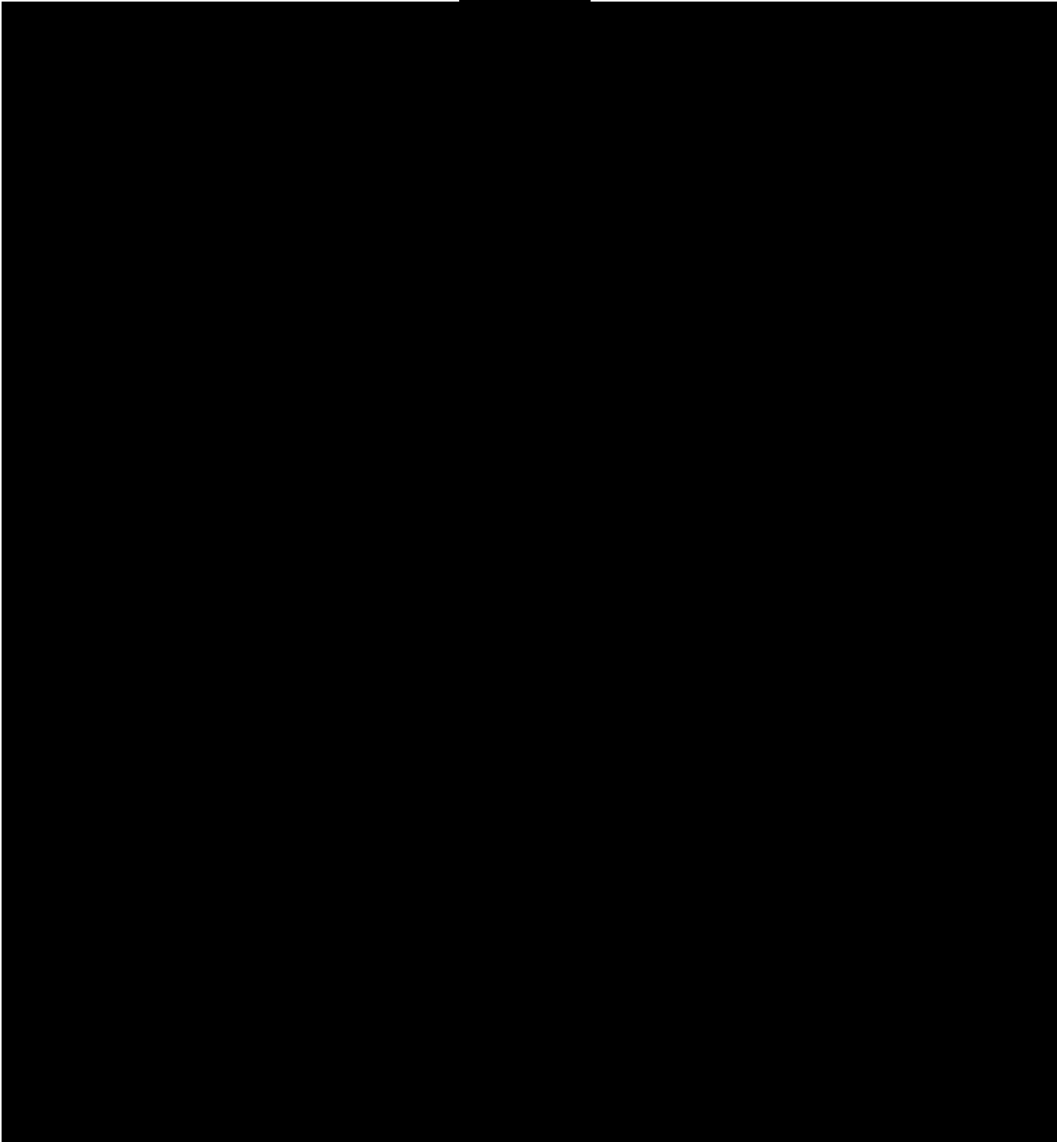
By: \_\_\_\_\_  
Sheriff James Mendrick

Sheriff of DuPage County

# EXHIBIT A



**EXHIBIT B**



## **KEY RIDER**

**THIS KEY RIDER TO FACILITY LEASE AGREEMENT** (“*Lease*”), dated December 1, 2023 (“*Effective Date*”), is entered into by and between FORTRESS PLUS SOLUTIONS, LLC, an Illinois Limited Liability Company (“*Landlord*”), and COUNTY OF DuPAGE and DuPAGE COUNTY SHERIFF’S OFFICE (*collectively*, “*Tenant*”), (*Landlord and Tenant, each a “Party” and collectively, “the Parties”*).

**NOW, THEREFORE**, it is mutually agreed as follows:

1. Tenant hereby appoints Daniel Bilodeau, Deputy Chief, DuPage County Sheriff, as the person who shall manage Tenant’s keys and access to the Premises (“*Key Supervisor*”). Landlord hereby appoints Hailey Gillespie (Hailey@fortressplussolutions.com) as the point of contact for Landlord.
2. The Key Supervisor shall provide Landlord with a list of the names, titles, and contact information for each Tenant employee, agent, or authorized person who shall have access to the Premises.
3. The Key Supervisor shall provide Landlord with immediate written notice of any changes in Tenant employees, agents, or authorized persons who shall have access to the Premises. The Parties agree that the “in writing” requirement shall be satisfied by electronic mail to the Parties’ designees above. If Tenant intends to immediately terminate an individual’s access, Tenant will contact Landlord immediately via telephone and in writing. In such case, Landlord will immediately terminate the specified individual’s access once notified.
4. The Key Supervisor shall provide Landlord with regular written updates, but in no event less than every sixty (60) days, confirming the names, titles, and contact information for each Tenant employee or agent who at that time has access to the Premises and any individuals who previously had access to the Premises, but whose access has been barred. Nothing in this paragraph will prevent Tenant from immediately terminating an individual’s access as discussed above.
5. Tenant shall be responsible for reimbursing Landlord for any lost, stolen, or destroyed keys and for any costs incurred by Landlord to re-key locks, re-program electronic locks or entry systems, and/or re-issue keys resulting from the loss, theft, or destruction of a Tenant’s key.
6. Failure to comply with this Key Rider shall constitute a material breach of the Lease.

Landlord: Fortress Plus Solutions

Tenant: The County of DuPage

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

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

Deborah A. Conroy  
DuPage County Board Chair

Its: Manager\_\_\_\_\_

Tenant: DuPage County Sheriff's Office

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

Sheriff James Mendrick  
Sheriff of DuPage County