

SAMPLE OFFICE LEASE

**2000 Glenwood Avenue or
310 N. Hammes Avenue**

Joliet, ILLINOIS 60435

BETWEEN

**Old Second National Bank Trust ,
as Trustee,
as Lessor**

AND

**Tenant Name,
as Lessee**

Dated: Lease Execution Date

REFERENCE PAGE

The information and definitions set forth on this reference page are incorporated into and made a part of the Lease.

LESSOR: Old Second National Bank Trust, not individually, but solely as Trustee under a Trust Agreement dated February 18, 2005 and known as Trust No. 9460. **Amounts payable under this Lease are to be made payable to Joliet Properties, LLC.**

LESSOR'S ADDRESS: c/o Joliet Properties, LLC, an Illinois Limited Liability Company
1555 Naperville/Wheaton Rd. Suite 110
Naperville IL 60563

LESSEE: Tenant Name

LESSEE'S CURRENT ADDRESS: Tenant's Current Address

PREMISES: 2000 Glenwood Avenue or 310 N. Hammes Avenue
Suite Number
Joliet, IL 60435

RENTABLE AREA: Approximately X,XXX square feet

PROPORTIONATE SHARE: Approximately X.XX%

COMMENCEMENT DATE: Occupancy Date

TERMINATION DATE Termination Date

BASE MONTHLY RENT: \$X,XXX.00 – First Lease Year
\$X,XXX.00 – Second Lease Year
\$X,XXX.00 – Third Lease Year
\$X,XXX.00 – Fourth Lease Year
\$X,XXX.00 – Fifth Lease Year

REAL ESTATE BROKER: None

INITIAL INSURANCE AND CAM CHARGE PER MONTH \$XXX.00 (\$X.XX per rentable square foot)

INITIAL TAX PAYMENT PER MONTH: \$XXX.00 (\$X.XX per rentable square foot)

SECURITY DEPOSIT: \$X,XXX.00

PERMITTED USE: Medical Office

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. **RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the Monthly Base Rent and Insurance, CAM, and tax proration as stated above, monthly in advance on the first day of each month until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Lessee shall pay the first full monthly installment of Base Rent and proration at the time of execution of this Lease. Any Rent or proration payable for a partial month shall be prorated based on the number of days in such partial month. If any Rent or other sum is not paid by Lessee within five (5) business days of when due, Lessee shall pay a late charge in the amount of five percent (5%) of the unpaid amount. Any amounts payable by Lessee pursuant to this Lease shall be deemed to be rent for all purposes.
2. **UTILITIES.** Lessee Agrees to pay for all gas, power and electric current supplied to the Premises. Lessor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises and no such failure or interruption shall entitle Lessee to abate rent or terminate this lease.
3. **HALLS.** Lessor will cause the halls, corridors and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted.
4. **RULES AND REGULATIONS.** The rules and regulations at the end of this Lease constitute a part of this Lease. Lessee shall observe and comply with them, and also with such further reasonable rules and regulations as may later be required by Lessor for the necessary, proper and orderly care of the Building in which Premises are located.
5. **RENTAL ADJUSTMENTS.**

Section 5.1 Tax and Other Charges. In addition to the Base Rent otherwise provided in this Lease, Lessee shall pay to Lessor the following items, herein called "Adjustments".

- A. **Taxes.** Lessee shall pay its Proportionate Share (as defined in the Reference Page) of all taxes and assessments, general and special, and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever which may be levied, assessed or imposed upon the Building or any part thereof or upon any building or improvements at any time situated thereon accruing or becoming due and payable during the term of this Lease provided that the general taxes levied against the Building shall be prorated between Lessor and Lessee for the first year of the term hereof as of the date of commencement hereof. Lessee shall also pay Lessor Lessee's Proportionate Share of all expenses, including the costs of appraisals, witness fees and attorney's fees incurred by Lessor at any time and from time to time in obtaining a reduction of real estate taxes assessed against the Building.
- B. **Common Area.** Lessee shall pay its Proportionate Share (as defined in the Reference Page) of the total cost of the following items:
 - (i) All insurance premiums for fire, extended coverage, public liability and any other insurance that Lessor deems necessary on the Building, and all costs to maintain, repair, and replace the parking lots, sidewalks, driveways, lighting fixtures, and all landscaping, snow removal, scavenger, sewer, water, electrical areas used in common by the tenants or occupants of the Building.

- (ii) Any parking charges or rents, utilities surcharges, or any other costs or expenses levied, assessed or imposed by or at the direction of or resulting from statutes of regulations or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the Premises or the parking facilities serving the Premises.
- (iii) A Supervision and Management Fee as may be paid to a third party in an amount equal to four (4%) of the total rents of the total rents including "Adjustments" paid to Lessor each year.

Section 5.2 Payments. Upon commencement of lease term, Lessor shall submit to Lessee a statement of the anticipated monthly Adjustments for the period between such commencement and the following December 31st, and Lessee shall pay such Adjustments on a monthly basis concurrently with the payment of rental. The initial Adjustments are estimated as defined in the Reference Page. Lessee shall continue to make said monthly payments until notified by Lessor of a change thereof by June 1st of each year. Lessor shall give Lessee a statement showing the total Adjustments for the Building for the prior calendar year and Lessee's allocable share thereof prorated during the first year of the term from the commencement of rental. In the event the total of the monthly payments which Lessee has made for the prior calendar year is less than Lessee's actual share of such Adjustments, then Lessee shall pay the difference in one lump sum within ten (10) days after receipt of such statement from Lessor and shall concurrently pay the then calculated as monthly Adjustments next coming due. The actual Adjustments for the prior year shall be used for purposes of calculating the anticipated monthly Adjustments for the then current year with actual determination of such Adjustments after each calendar year as above provided, except that in any year in which resurfacing of the parking area or driveways is contemplated, Lessor shall be permitted to include the anticipated cost of same as part of the estimated monthly Adjustments. Though the term has expired and Lessee has vacated the Premises, when the final determination is made of Lessee's share of said Adjustments for the year in which this Lease terminates, Lessee shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by Lessor to Lessee. Failure of Lessor to submit statements as called for herein shall not be deemed to be a waiver of Lessee's requirement to pay sums as herein provided.

- 6. **ASSIGNMENT; SUBLETTING.** Lessee shall neither sublet the Premises or assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the Premises for lease or sublease, or permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor. Consent shall not be unreasonably withheld. Lessor's consent shall not operate to release Lessee from any of its obligations or covenants under this Lease, and Lessee shall remain primarily liable in the event of any default by any assignee or subtenant approved by Lessor, unless otherwise agreed to in writing.
- 7. **SURRENDER OF PREMISES.** Lessee shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Premises without the written consent of Lessor; and alterations which may be made by either party hereto upon the Premises, except movable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.
- 8. **NO WASTE OR MISUSE.** Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises, and shall be liable and pay for all damages to the Premises as well as all other damage to other tenants of the Building, caused by such waste or misuse.
- 9. **TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING.** At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing to do so, to pay as liquidated damages, for the whole time such possession is withheld, the sum of twice the daily rent per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying

the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants or in the case the Premises shall have been abandoned, deserted, or vacated, and remain unoccupied for five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein. Lessor, at its option, may either place the articles in a regular warehouse or other suitable storage place or dispose of the articles, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor, except as required by Illinois statute.

- 10. REMOVED PROPERTY.** In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, and Lessor has not disposed of the articles, the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the excess, if any, to Lessee upon demand.
- 11. LESSOR NOT LIABLE.** Except as provided by Illinois statute, the Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or any accidental damages to the person or property of the Lessee in or about the Building or the Premises, from water, rain or snow which may leak into, issue or flow from any part of the Building or the Premises, or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and not part of the obligations of this lease.
- 12. PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.
- 13. SECURITY DEPOSIT.** Lessee hereby deposits the security deposit as security for the prompt and complete performance by the Lessee of each of the provisions of this Lease. If the Lessee fails to perform any of its obligations under this Lease, the Lessor may apply or retain all or any part of the security deposit to make itself whole as a result of the Lessee's failure to so perform. The application of the security deposit or any part thereof by the Lessor as provided in the previous sentence shall not prevent the Lessor from exercising any other right or remedy provided by this lease or applicable law. If Lessee shall fully perform and comply with the provisions of this Lease, the security deposit, or the balance thereof, shall be returned to the Lessee, without interest, after the expiration of the initial or any extended term of this Lease. Lessor has the right to transfer its interest in the Premises and the Lessee agrees that in the event of any such transfer, the Lessor shall have the right to transfer and assign the security deposit to the transferee. Upon such transfer or assignment, Lessor shall be released from all liability or obligation for the return of the security deposit and the Lessee shall look solely to the transferee for the return of the security deposit.
- 14. COMPLIANCE WITH LAWS.** Lessee shall not use any part of the Premises for any purpose prohibited by law and shall comply with all laws, ordinances and regulations of any governmental authorities having jurisdiction over the building of which the Premises are a part.
- 15. POSSESSION.** Lessee's acceptance of possession of the Premises shall be conclusive evidence that the Premises are in good order and satisfactory condition at the time the Lessee takes possession thereof.
- 16. SIGNAGE.** Lessee may affix and maintain, upon the exterior walls of the Premises only, such signs as shall

have first received the written approval of Lessor as to type, size, color and location. Lessee may not affix sign to the roof of the Premises. All signs shall comply with city codes.

- 17. REPAIRS.** Lessee will, at its own expense, keep the Premises in good order, repair and condition (normal wear and tear excepted), and repair any damage to the Premises caused by Lessee within a reasonable period of time after any damage thereto or impairment thereof.
- 18. LIENS.** Lessee shall not cause or permit any lien or encumbrance of any kind whatsoever to attach to the Premises or the building of which the Premises are a part or the land upon which such building rests.
- 19. INSURANCE.** Lessee shall maintain at its sole cost and expense during the term of this Lease, a policy of liability insurance with insurance companies having a policyholder's rating of at least A+ and a financial rating of at least XII as rated by the most recent edition of *Best Insurance Reports*, in form and on terms and conditions satisfactory to the Lessor, commercial general liability insurance for bodily injury, death and damage to property of others, including Lessee's legal liability and blanket contractual liability, with limits of not less than \$1,000,000 for any one accident or occurrence. Lessor shall be named as an additional insured under such policy and such policy shall not be canceled or allowed to lapse without at least thirty days prior notice to the Lessor.
- 20. FIRE OR CASUALTY.** If the Premises shall be damaged by fire or other casualty and such damage does not render all or a substantial portion of the Premises untenable, then Lessor shall repair and restore the same with reasonable promptness subject to reasonable delays for insurance adjustment and delays caused by matters beyond Lessor's reasonable control. Lessor shall not be obligated to expend for such repairs an amount in excess of the proceeds of insurance recovered with respect thereto. In all other instances, Lessor shall have the right to terminate this Lease as of the date of such damage upon giving written notice to Lessee at any time within 120 days after the date of such damage. Rent shall abate on those portions of the Premises as are rendered untenable as a result of such damage or casualty.
- 21. CONDEMNATION.** If the Premises, or the building of which the Premises are a part, or the land upon which such building rests, or any portion of any of the foregoing shall be taken by the exercise of the power of eminent domain, or conveyance in lieu thereof, Lessor shall have the right, in its sole discretion, to cancel this Lease upon not less than 30 days notice prior to the date of such cancellation. Such cancellation shall be effective as of the date of such taking or conveyance. No money or other consideration shall be payable by Lessor to Lessee as a result of such eminent domain proceeding, and the Lessee shall not have any standing to assert any claim to any award available in such proceeding that would otherwise reduce or diminish the amount of the award payable to the Lessor.
- 22. ESTOPPEL CERTIFICATE.** Lessee shall, from time to time, not more than 10 days after request by Lessor, deliver to Lessor an estoppel certificate with respect to this Lease.
- 23. SUBORDINATION.** This Lease is subject and subordinate to the lien of all present and future mortgages or trust deeds now or hereafter encumbering the building of which the Premises are a part and the land relating thereto. If requested, Lessee shall execute such documents as the Lessor may require to evidence or confirm such subordination. If any mortgage or trust deed encumbering the building of which the Premises are a part shall be foreclosed or the property encumbered thereby transferred in lieu of foreclosure, the liability of the mortgagor at such foreclosure sale or subsequent owner of such property shall exist only so long as such mortgagor or owner is the owner of such property, and upon request, Lessee will attorn as the tenant under this Lease to the purchaser at any foreclosure sale under any mortgage or grantee in any conveyance in lieu thereof.
- 24. LESSOR'S REMEDIES.** If the Lessee shall default in its obligation to pay rent or any other sums hereunder and such default shall continue for ten (10) days, or if the Lessee shall default in any of its other obligations under this Lease and such default shall continue for ten (10) days after written notice, the Lessor may (a) terminate this Lease and the term created hereby, and repossess the Premises and be entitled to immediately recover from the Lessee any other sums for which Lessee may be liable to Lessor as damages including the present value of the rent provided under this Lease for the balance of the term over the

present value of the fair market rental for the Premises, taking into account the time that the Premises may be vacant, and the expenses necessary to obtain any replacement tenants, including commissions and any expenses of reletting the Premises, the unamortized leasehold improvement costs, and the cost of performing any other covenants that were to have been performed by the Lessee hereunder. Such present value shall be determined by applying the then current yield on obligations of the United States Treasury having a maturity date on or about the end of the term of this Lease, or any extension thereof that has been exercised by the Lessee. The Lessor shall have no obligation to pay the Lessee any excess if the then present value of the fair market rent for the Premises exceeds the present value of the rent to be paid by the Lessee for the balance of such initial or extended term. Alternatively, Lessor may terminate the Lessee's right of possession and repossess the Premises, in which event all of the rent payable for the remainder of the term of this Lease shall immediately, without further action of the parties, become due and payable. Lessee shall pay on demand all costs, charges and expenses, including attorney's fees and costs, incurred by the Lessor in enforcing the Lessee's obligations under the Lease, or incurred by the Lessor in any litigation, negotiation or transaction in which the Lessor becomes involved or concerned with respect to the Lessee or this Lease or the Premises.

25. LIMITATION ON LESSOR'S LIABILITY. None of the Lessor's covenants or undertakings are made or intended as the personal covenants or undertakings of the Lessor, its beneficiaries or its partners. Any liability for damage or breach or nonperformance by the Lessor shall be collectible only out of the Lessor's interest in the building of which the Premises are a part and the land relating thereto. No personal liability is assumed by, nor at any time may be asserted against, Lessor, its beneficiaries or its partners or any of their officers, agents, employees, representatives, successors or assigns. All such liability, if any, is hereby expressly waived and released by the Lessee.

26. LESSOR AND LESSEE. The terms Lessor and Lessee, as used in this Lease, shall mean and include the Lessor and Lessee named on the Reference Page hereof and their beneficiaries, successors and assigns.

27. INDEMNITY. Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Lessee in or about the Premises, and shall further indemnify and hold Lessor harmless from and against any and all claims arising from any negligence of Lessee or any of its agents, employees, guests or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought against Lessor, and shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Lessor's negligence or willful misconduct, and Lessee hereby waives all claims in respect thereof against Lessor. Lessor shall indemnify and hold Lessee harmless from and against any and all claims arising from Lessor's negligence or arising from any activity, work or thing done, permitted or suffered by Lessor or any third party in or about the Premises, and shall further indemnify and hold Lessee harmless from and against any and all claims arising from any negligence of Lessor, or any of its agents, employees, guests or invitees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought against Lessee, and shall defend same at Lessor's expense, by counsel reasonably satisfactory to Lessee

28. LESSEE IMPROVEMENTS. Lessor will build out the Premises to meet Lessee's reasonable space requirements as approximately detailed in the attached Exhibit A "Floor Plan of the Premises". Included will be new walls, doors, plumbing fixtures, heating and air conditioning systems, carpeting, countertops, vanities, etc. However, the rental rate may have to be adjusted if Lessee makes significant changes to the build out of the space or requires finishes that vary significantly from standard office building standards. Also, the build out does not include any equipment, etc. used specifically in Lessee's business.

29. ADDITIONAL PROVISIONS AND EXHIBITS. The following Exhibits are part of this Lease:

- Exhibit A: Floor Plan of the Premises
- Exhibit B: Rules and Regulations

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease on the dates set forth below.

LESSOR:

OLD SECOND NATIONAL BANK TRUST,
Not individually, but solely as Trustee as aforesaid

Signature: _____

Printed Name: _____

Title: _____

Dated: _____

LESSEE:

Tenant Name

Signature: _____

Printed Name: _____

Title: _____

Dated: _____

EXHIBIT A
FLOOR PLAN OF THE PREMISES

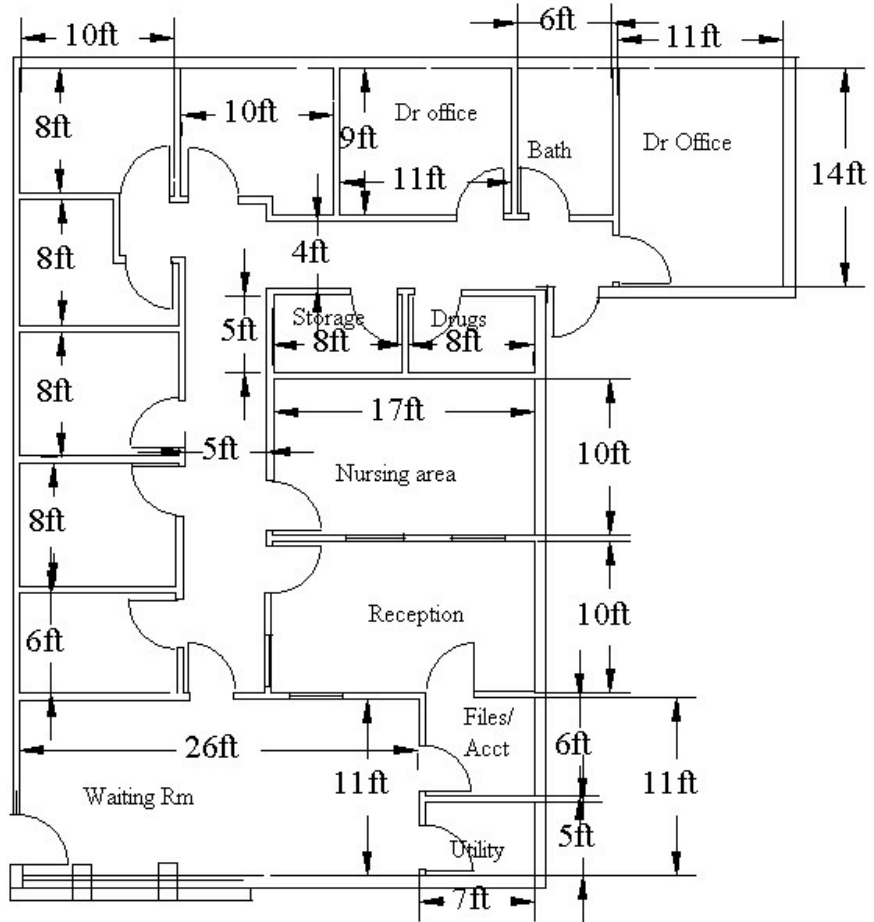


EXHIBIT B

RULES AND REGULATIONS

1. All loading and unloading of goods shall be done only at such times, in the areas, and through entrances, reasonably designated for such purposes by Lessor.
2. Lessor acknowledges and agrees that Lessee may install televisions and related equipment on the premises as necessary in connection with its operations. No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent shall be subject to removal without notice at any time.
3. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Lessor.
4. If the leased Premises are equipped with heating facilities separate from those in the remainder of the Building, Lessee shall keep the leased Premises at a temperature sufficiently high to prevent freezing water in pipes and fixtures.
5. The outside area immediately adjoining the Premises shall be kept clean and free from any obstructions or merchandise in such areas.
6. The plumbing facilities shall not be used for any other purpose than that for which they are intended. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Lessee who shall, or whose employees, agents or invitees shall have caused it.
7. Lessee shall use at Lessee's cost a pest extermination contractor at such reasonable intervals as Lessor may require.
8. No additional locks shall be placed upon any doors of said Premises without the written consent of the Lessor, and upon the termination of this Lease; Lessee will surrender all keys of Premises and Building.
9. The Premises leased shall not be used for the purpose of lodging or sleeping rooms or for any immoral or illegal purpose.
10. If Lessee desires telegraphic or telephonic connections, the Lessor will direct the electricians as to where and how the wires are to be introduced, and without such written directions any boring or cutting for wires will be not be permitted. If additional conduit and telephone construction is needed, such costs will be paid for by the Lessee.
11. The Lessor reserves the right to make such other and further reasonable rules and regulations as in his judgment may from time to time be needful for the safety, care and cleanliness of the Premises and for the preservation of good order therein.
12. It is understood and agreed between the Lessee and the Lessor that no assent or consent to change in or waiver of any part of this lease has been or can be made unless done in writing and by the Lessor, and in such case it shall operate only for the time and purpose in such lease expressly stated.
13. Lessee agrees to abide by any and all City of Joliet ordinances as they apply to Lessee's business operations.