

OFFICE LEASE

NAPERVILLE EXECUTIVE CENTER

1555 NAPERVILLE/WHEATON ROAD

NAPERVILLE, ILLINOIS 60563

BETWEEN

FIRST MIDWEST TRUST CO.,
as Trustee,
as Lessor

AND

Company Name, a corporation,
as Lessee

Dated: Execution Date

REFERENCE PAGE

Office Lease
Naperville Executive Center
1555 Naperville/Wheaton Road
Naperville, Illinois 60563

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

LESSOR: FIRST MIDWEST TRUST CO., not individually, but solely as Trustee under a Trust Agreement dated October 12, 1989 and known as Trust No. 5339. **Amounts due under this Lease are to be made payable to H R Properties, LLC.**

LESSOR'S ADDRESS: c/o H R PROPERTIES, LLC, an Illinois general partnership
1555 Naperville/Wheaton Road Suite 110
Naperville, IL 60563

LESSEE: Company Name,
a corporation

LESSEE'S CURRENT ADDRESS: Lessee's Current Address

PREMISES: Suite _____, _____ Level (See Exhibit "A" attached hereto for plan of Premises)

RENTABLE AREA: Approximately _____ square feet

COMMENCEMENT DATE: Commencement Date

TERMINATION DATE: Termination Date

ANNUAL BASE RENT: \$ _____ – Commencement Date Through End of Year One
\$ _____ – Beginning of Year Two Through End of Year Two
\$ _____ – Beginning of Year Three Through End of Year Three

MONTHLY BASE RENT: \$ _____ – Commencement Date Through End of Year One
\$ _____ – Beginning of Year Two Through End of Year Two
\$ _____ – Beginning of Year Three Through End of Year Three

BASE YEAR: N/A

SECURITY DEPOSIT \$ _____

CPI FACTOR: N/A

PURPOSE: General Office Use Only

REAL ESTATE BROKER: None

LEASE EXECUTION DATE: Execution Date

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 Annual Rent 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 Annual Rent at the time of execution of this Lease. Any Annual Rent payable for a partial month shall be prorated based on the number of days in such partial month. If any Annual Rent or other sum is not paid by Lessee 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. HEAT AND AIR CONDITIONING; NON-LIABILITY OF LESSOR. Lessor will at all reasonable hours during each day and evening, during the term, when required by the season, furnish at his own expense heat and air conditioning in Premises, except when prevented by accidents and unavoidable delays, provided, however, that except as provided by Illinois statute, the Lessor shall not be held liable in damages on account of any personal injury or loss or any property damage, including incidental and consequential damages, occasioned by the failure of the heating apparatus to heat the Premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around or about the said building.

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. ASSIGNMENT; SUBLETTING. Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor. 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.

6. 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.

7. 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.

8. 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 so to do, 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. FIRE OR CASUALTY. If the Premises or the building of which the Premises are a part shall be damaged by fire or other casualty and such damage does not render all or a substantial portion of the Building 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.

19. 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.

20. 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.

21. 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.

22. 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 5 days, or if the Lessee shall default in any of its other obligations under this Lease and such default shall continue for 10 days after written notice, the Lessor may 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 attorneys' 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.

23. 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.

24. 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.

25. INDEMNITY. During the term of this Lease, Lessee covenants and agrees that it will protect, save and keep the Lessor harmless and indemnified against and from any penalty, damages or charges imposed for any violation of any laws or ordinances, occasioned by the neglect of the Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

26. TENANT IMPROVEMENTS. Relocate the walls and the door on the North East corner of the Suite to provide a conference room and relocate the wall in the reception area to increase the size of the reception area (as approximately detailed in the attached space plan). The carpeting will be replaced as necessary as a result of the Suite build out.

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

LESSOR:

FIRST MIDWEST TRUST CO.,
not individually, but solely as Trustee as aforesaid

By: _____

Printed Name: _____

Title: _____

Dated: _____

LESSEE:

Company Name, a corporation

By: _____

Printed Name: _____

Title: _____

Dated: _____

EXHIBIT A

FLOOR PLAN OF PREMISES

EXHIBIT B

RULES AND REGULATIONS

1. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of Building, except on the door of the Premises leased and on the directory board, and then only of such color, size, style and material as shall be first specified by the Lessor in writing, No showcase shall be placed in front of Building by Lessee, without the written consent of Lessor. The Lessor reserves the right to remove all other signs and showcases without notice to the Lessee, at the expense of the Lessee.
2. Lessee shall not put up or operate any machinery, or carry on any mechanical business on Premises, or use or store inflammable fluids in the Premises without the written consent of the Lessor.
3. 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.
4. Lessee shall not overload any floor. Safes, furniture, equipment, machines and other large or bulky articles shall be brought through the Building and into and out of the Premises at such times and in such manner as the Lessor shall direct and at Lessee's sole risk and responsibility.
5. Lessee shall not employ any person to perform any cleaning, repairing, janitorial, decorating, painting, or other services or work in or about the Premises, except with the approval of Lessor, which approval shall not be unreasonably withheld.
6. The Premises leased shall not be used for the purpose of lodging or sleeping rooms or for any immoral or illegal purpose.
7. The rent of an office will include occupancy of office, water to Lessor's standard fixtures, heat and air conditioning, electricity for lights and outlets for normal office purposes, and elevator service during reasonable working hours; but Lessor shall not be liable for any damages from the stoppage of water, heat, air conditioning, electricity or elevator service.
8. 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 no boring or cutting for wires will be permitted. Telephone service will be arranged for by Lessee and cable will be strung only in conduit provided by the Lessor. If additional conduit and telephone construction is needed such costs will be paid for by the Lessee.
9. If Lessee desires Venetian or other awnings or shades over and outside of the windows, to be erected at the Lessee's expense, they must be of such shape, color, material and make as may be prescribed by the Lessor in writing.
10. The light through the transoms opening into the hall shall not be obstructed by the Lessee. Birds, dogs, or other animals shall not be allowed in the Building. All tenants and occupants must observe strict care not to leave their windows open when it rains or snows, and for any default or carelessness in these respects, or any of them, shall make good all injuries sustained by other tenants, and also all damage to the Building resulting from such default or carelessness.
11. No packages, merchandise or other effects shall be allowed to remain in the halls at any time.
12. 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.
13. 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.

14. Lessee shall be entitled to the parking spaces designated for use with the building on a first-come, first-serve basis. No vehicles shall be left overnight in the parking areas without permission of Lessor.

15. Lessor is furnishing water for a common bathroom area and drinking fountains for Lessee's normal use. The water furnished to Lessee shall not be used by Lessee for any other use other than normal use of said toilets, wash sinks and drinking fountains without the prior written permission of Lessor. For example, water cannot be used for car washing or processing of any sort.

16. Lessee agrees to abide by any and all City of Naperville ordinances as they apply to Lessee's business operations.

17. All known malfunctions of water systems, gas systems, sewer systems, and/or electrical systems provided by the Lessor must be reported to the Lessor within a reasonable time by Lessee. Lessor is to make repairs and maintain such systems.

18. Lessor will be responsible for plowing the snow in the parking lot and shoveling snow off the sidewalks as reasonably necessary after each snowfall.

19. Lessor will provide for all janitorial work in the common area of the building, including all corridors, entryways and bathrooms. Lessee will provide all janitorial work for the Premises. If janitorial work is to be done at other than the building's normal business hours by persons other than Lessee's direct employees, then the Lessor shall be given a list of such persons, the hours such persons will be on the Premises, and security measures which will be taken during their work on the Premises. Lessor will reasonably approve such list before janitorial services are employed. Lessor will have the right to inspect the Premises during normal business hours of Lessee and without interference of Lessee's business operations.

20. The Lessor shall open and close the building during normal business hours. Lessee shall have access to the building at all times as needed for proper operation of his business. Lessee is responsible, when using the building outside of normal business hours, for keeping the building doors locked and secured.

21. Refuse containers for private scavenger pickup and refuse removal will be the responsibility of the Lessor. Lessor has the right to monitor those units to insure proper sanitary conditions. These containers will be placed only in areas reasonably designated by the Lessor.

22. Tenant is required to use plastic mats under office chairs.