

**LEASE**

THIS LEASE is made this 1st day of April 2026, between Senior Services Center of Will County Inc., an Illinois not-for-profit corporation, and the Ovation Center, LLC, an Illinois limited liability company, having an address of 349 S. Weber Road, Romeoville, Illinois (hereinafter collectively "Landlord") and Village of Romeoville (Romeoville Fire Academy), having an address of 18 Montrose Drive, Romeoville, IL 60446 ("Tenant"), for space in a building, known as or located at 349 S Weber Road, Romeoville, Illinois (such building together with the land upon which it is situated, being herein referred to as the "Building").

The following schedule (the "Schedule") sets forth certain basic terms of this Lease:

1. Premises: a unit consisting of approximately 1173 square feet of a multipurpose commercial/office building located at 349 S Weber, Romeoville, Illinois as more particularly set forth on the attached Exhibit B:
2. Base Rent: \$1000.00 per month
3. Security Deposit \$0
4. Common Area Maintenance: \$0 per month
5. Commencement Date: April 1, 2026
6. Expiration Date: 11:59pm on March 31, 2027

1. **DEMISE AND TERM.** Landlord leases to Tenant and Tenant leases from Landlord the premises (the "Premises") described in Item 1 of the Schedule, subject to the covenants and conditions set forth in this Lease, for a term (the "Term") commencing on the date (the "Commencement Date") described in Item 5 of the Schedule and expiring on the date (the "Expiration Date") described in Item 6 of the Schedule, unless terminated earlier as otherwise provided in this Lease. Notwithstanding anything contained herein to the contrary, as long as Tenant is not in default hereunder, Landlord and Tenant may elect to renew or extend the Lease Term by mutual agreement and subject to any mutually agreed upon terms and conditions, evidenced in writing, which shall be signed by Landlord and Tenant no less than thirty (30) days prior to the end of the Term (each subsequent term being a "Renewal Term").

2. **RENT.**

A. **Definitions.** For purposes of this Lease, the following terms shall have the following meanings:

- (i) "Rent" shall mean, if during the Term and any Renewal Term, Base Rent, Common Area Maintenance, Adjustment Rent, Lease Space Improvements and any other sums or charges due by Tenant hereunder.
- (ii) "Taxes" shall mean all taxes, assessments and fees levied upon the Tenant by any governmental entity based upon the leasing, renting or operation of the business, including all costs and expenses of protesting any such taxes, assessments or fees. Taxes shall not include any net income, capital stock, succession, transfer, franchise, gift, estate or inheritance taxes; provided, however, if at any time during the Term, a tax or excise on income is levied or assessed by any governmental entity, in lieu of or as a substitute for, in

whole or in part, real estate taxes or other ad valorem taxes, such tax shall constitute and be included in Taxes. For the purpose of determining Taxes for any given year, the amount to be included for such year (a) from special assessments payable in installments shall be the amount of the installments (and any interest) due and payable during such year, and (b) from all other Taxes shall at Landlord's election either be the amount accrued, assessed or otherwise imposed for such year or the amount due and payable in such year.

(iii) "Monthly Assessments" shall mean the monthly assessment levied on the Premises and Building by any condominium or other association.

(iv) "Tenant's Proportionate Share" shall mean the percentage set forth in Item 4 of the Schedule.

B. Components of Rent. Tenant agrees to pay the following amounts to Landlord at the office of the building or at such other place as Landlord designates:

(i) Base rent ("Base Rent") to be paid in monthly installments in the amount set forth in Item 2 of the Schedule in advance on or before the first day of each month of the Term, except that Tenant shall pay the first month's Base Rent upon execution of this Lease.

(ii) Common Area Maintenance rent ("Common Area Maintenance") to be based on the proportion of the gross leasable area (GLA) as set forth in Item 4 of the Schedule in advance on or before the first day of each month of the Term, except that Tenant shall pay the first month's CAM upon execution of this Lease.

(iii) Adjustment rent ("Adjustment Rent") is an amount equal to Tenant's Proportionate Share of the Taxes and Monthly Assessments. Prior to each calendar year, Landlord shall estimate the amount of Adjustment Rent due for such year, and Tenant shall pay Landlord one-twelfth (1/12th) of such estimate on the first day of each month during such year. Such estimate may be revised by Landlord whenever it obtains information relevant to making such estimate more accurate. After the end of each calendar year, Landlord shall deliver to Tenant a report setting forth the actual Taxes and Monthly Assessments for such calendar year and a statement of the amount of Adjustment Rent that Tenant has paid and is payable for such year. Within thirty (30) days after receipt of such report, Tenant shall pay to Landlord the amount of Adjustment Rent due for such calendar year minus any payments of Adjustment Rent made by Tenant for such year. If Tenant's estimated payments of Adjustment Rent exceed the amount due Landlord for such calendar year, Landlord shall apply such excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the Term has already expired, provided Tenant is not then in default hereunder, in either case without interest to Tenant.

(iv) Lease Space Improvements ("Lease Space Improvements") shall be calculated by taking the total amount of money paid by Landlord on behalf of Tenant to remodel, improve, or otherwise alter the Premises to suit Tenant's needs including applicable interest on the sum paid. The cost of the Lease Space Improvements shall be amortized over the Term of the Lease and paid in equal monthly installments. The Lease Space Improvements shall be paid in full at or prior to the end of the Term and shall not extend into any Renewal Term.

Tenant's obligation to pay Landlord for the Lease Space Improvements shall survive any early termination of this Lease by way of Default of either Party.

C. **Payment of Rent.** The following provisions shall govern the payment of Rent: (i) if this Lease commences or ends on a day other than the first day or last day of a calendar year, respectively, the Rent for the year in which this Lease so begins or ends shall be prorated and the monthly installments shall be adjusted accordingly; (ii) all Rent shall be paid to Landlord without offset or deduction, and the covenant to pay Rent shall be independent of every other covenant in this Lease; (iii) any sum due from Tenant to Landlord which is not paid when due shall bear interest from the date due until the date paid at the annual rate of two percentage points above the rate then most recently announced by Providence Bank as its corporate base lending rate, from time to time in effect, but in no event higher than the maximum rate permitted by law (the "Default Rate"); and, in addition, Tenant shall pay Landlord a late charge for any Rent payment which is paid more than five (5) days after its due date equal to five percent (5%) of such payment; (iv) in the event of the termination of this Lease prior to the determination of any Adjustment Rent, Tenant's agreement to pay any such sums and Landlord's obligation to refund any such sums (provided Tenant is not in default hereunder) shall survive the termination of this Lease; (v) each amount owed to Landlord under this Lease for which the date of payment is not expressly fixed shall be due on the same date as the Rent listed on the statement showing such amount is due; and (vi) if Landlord fails to give Tenant an estimate of Adjustment Rent prior to the beginning of any calendar year, Tenant shall continue to pay Adjustment Rent at the rate for the previous calendar year until Landlord delivers such estimate.

D. **Security Deposit.** Upon execution of this Lease, Tenant shall deposit with Landlord the sum of Zero Dollars (\$0). Said sum shall be held by Landlord as a Security Deposit for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent and any of the monetary sums due herewith, Landlord may (but shall not be required to) use, apply or retain all or any part of this Security Deposit for the payment of any other amount which Landlord may spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said Deposit is so used or applied, Tenant shall, within ten (10) days after written demand therefor accompanied by a reasonably detailed written explanation of the basis for Landlord's use of such funds, deposit cash with Landlord in the amount sufficient to restore the Security Deposit to its original amount. Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep this Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such Deposit. If the Tenant fully and faithfully performs every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant (or at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the Lease term and after Tenant has vacated the Premises less amounts retained to cover uncured defaults. In the event of termination of Landlord's interest in this lease, Landlord shall transfer said Deposit to Landlord's successor in interest whereupon Tenant agrees to release Landlord from liability for the return of such Deposit or the accounting therefor.

3. **USE.** Tenant agrees that it shall occupy as needed and use the Premises only as an classroom work and/or meeting space and to operate its now current business and for no other state and municipal laws,

ordinances and regulations and all covenants, conditions and restrictions of record applicable to Tenant's use or occupancy of the Premises. Without limiting the foregoing, Tenant shall not cause, nor permit, any hazardous or toxic substances to be brought upon, produced, stored, used, discharged or disposed of in, on, or about the Premises without the prior written consent of Landlord and then only in compliance with all applicable environmental laws.

Landlord represents that Tenant's Use of the Premises does not conflict with exclusive use provisions granted by Landlord in other leases for the building.

4. **CONDITION OF PREMISES.** Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises or the Building (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises or the Building, have been made by or on behalf of Landlord or relied upon by Tenant, except as stated herein.

5. **BUILDING SERVICES & MAINTENANCE.**

A. **Utilities.** Tenant shall be responsible for their portion of the cost for utilities unless otherwise specified based on percentage of occupancy. The cost of utilities will include Electric, Natural Gas, Water, Sewer and garbage removal. Unless Tenant desires to have separate services, any services provided under this Paragraph shall be paid for by Tenant as a part of CAM. Upon agreement in advance with Landlord, Tenant may also provide their own metering for electricity and utilities for which they are solely responsible.

B. **Telephone, Internet, Communications.** WIFI service will be available to Tenant and such WIFI service is included as a part of CAM. Tenant shall arrange for telephone, internet, or other communications service directly with one or more companies servicing the building and shall be solely responsible for paying for such service. In no event does Landlord make any representation or warranty with respect to telephone, internet, or communications service in the Building, and Landlord shall have no liability with respect thereto.

C. **Snow Removal and Parking Lot.** Landlord agrees to manage all snow removal from parking lot, sidewalks and maintain parking lot in good condition. Costs for these maintenance services comes through the common area maintenance fees.

D. **Signage.** A monument sign will be available to all tenants based on the leased area of the tenant. All costs to place sign within the monument structure are the sole responsibility of the tenant. Additional signs may be included in the lease per agreement with landlord. Any other signage must be agreed upon with the Landlord in advance.

E. **HVAC System.** Notwithstanding anything contained herein to the contrary, Landlord shall be responsible for the maintenance, repair and/or replacement of the HVAC and heating system.

F. **Roof.** Notwithstanding anything contained herein to the contrary, Landlord shall be responsible for the maintenance, repair and/or replacement of the roof to the Premises.

G. **ADA & Code Compliance.** Tenant's use and occupancy shall, at its expense, comply with the requirements of the Americans with Disabilities Act ("ADA"), as required. Tenant shall also be responsible, at its expense, to comply with all building, municipal and maintenance codes.

H. **Additional Services.** Except as may otherwise be specifically set forth herein, Landlord shall not be obligated to furnish any services. If Landlord elects to furnish services requested by Tenant, Tenant shall pay Landlord's then prevailing charges for such services. If Tenant shall fail to make any such payment, Landlord may, without notice to Tenant and in addition to all other remedies available to Landlord, discontinue any additional services. No discontinuance of any such service shall result in any liability of Landlord to Tenant or be considered as an eviction or a disturbance of Tenant's use of the Premises.

I. **Failure or Delay in Furnishing Services.** Tenant agrees that Landlord shall not be liable for damages for failure or delay in furnishing any service stated above, nor shall any such failure or delay be considered to be an eviction or disturbance of Tenant's use of the Premises, or relieve Tenant from its obligation to pay any Rent when due or from any other obligations of Tenant under this Lease.

J. **Contractors.** In maintaining, repairing and/or replacing any item or matter within the Tenant's leased space, Landlord shall not require Tenant to utilize union contractors.

6. **RULES AND REGULATIONS.** Tenant shall observe and comply, and shall cause its subtenants, assignees, invitees, employees, contractors and agents to observe and comply, with the rules and regulations listed on Exhibit A attached hereto, any and all rules and regulations as may be prescribed by any condominium or other association, and with such reasonable modifications and additions thereto as Landlord may make from time to time. Landlord shall not be liable for failure of any person to obey such rules and regulations. Landlord shall not be obligated to enforce such rules and regulations against any person, and the failure of Landlord to enforce any such rules and regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith.

7. **CERTAIN RIGHTS RESERVED TO LANDLORD.** Landlord reserves the following rights, each of which Landlord may exercise without notice to Tenant with and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim:

(a) to change the name or street address of the Building or the suite number of the Premises; (b) to install, affix and maintain any and all signs on the exterior or interior of the Building; (c) to make repairs, decorations, alterations, additions, or improvements, whether structural or otherwise, in and about the Building; and for such purposes to enter upon the Premises, temporarily close doors, corridors and other areas in the Building; (d) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (e) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; (f) to show or inspect the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for re-occupancy; (g) to install, use and maintain in and through the Premises pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises; and (h) to take any other action which

Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building.

8. **MAINTENANCE AND REPAIRS.** Tenant, at its expense, shall maintain and keep the Premises in good order and repair at all times during the Term. In addition, Tenant shall reimburse Landlord for the cost of any repairs to the building necessitated by the acts or omissions of Tenant, its subtenants, assignees, invitees, employees, contractors and agents, to the extent Landlord is not reimbursed for such costs under its insurance policies. Subject to the preceding sentence, Landlord shall perform any maintenance or make any repairs to the Building as Landlord shall desire or deem necessary for the safety, operation or preservation of the Building, or as Landlord may be required or requested to do by the Village of Romeoville or by the order or decree of any court or by any other proper authority.

9. **ALTERATIONS.**

A. **Requirements.** Tenant shall not make any replacement, alteration, improvement or addition to or removal from the Premises (collectively an "alteration") without the prior written consent of Landlord. In the event Tenant proposes to make any alteration, Tenant shall, prior to commencing such alteration, submit to Landlord for prior written approval: (i) detailed plans and specifications; (ii) sworn statements, including the names, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Landlord, naming Landlord and any other parties designated by Landlord as additional insureds; and (v) all other documents and information as Landlord may reasonably request in connection with such alterations. Tenant agrees to pay Landlord's standard charges for review of all such items and supervision of the alterations. Neither approval of the plans and specifications nor supervision of the alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Tenant shall pay the entire cost of the alteration and, if requested by Landlord, shall deposit with Landlord, prior to the commencement of the alteration, security for the payment and completion of the alteration in form and amount required by Landlord. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Landlord, and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements. Each alteration shall be performed by union contractors if required by Landlord and in harmony with Landlord's employees and contractors. Each alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove such alteration at Tenant's sole cost and expense in accordance with the provisions of Section 15 of this Lease.

B. **Liens.** Upon completion of any alteration, Tenant shall promptly furnish Landlord with sworn owner's and contractors' statements and full and final waivers of lien covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's lien to be filed against the

building, or any part thereof, arising out of any alteration performed, or alleged to have been performed, by or on behalf of Tenant. If any such lien is filed, Tenant shall within ten (10) days thereafter have such lien released of record or deliver to Landlord a bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same; and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees.

10. **INSURANCE.** Landlord maintains commercial property insurance for the main structure and monument sign. However the Tenant, at its expense, shall maintain at all times during the Term insurance which covers the following: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises made at Tenant's expense, and all other property owned or used by Tenant and located in the Premises; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Landlord from time to time but in any event not less than \$1,000,000.00 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as Landlord may from time to time require.

The form of all such policies and deductibles thereunder shall be subject to Landlord's prior approval. All such policies shall be issued by insurers acceptable to Landlord and licensed to do business in the State of Illinois and shall contain a waiver of any rights of subrogation thereunder. In addition, the policies shall name Landlord and any other parties designated by Landlord as additional insureds, shall require at least thirty (30) days' prior written notice to Landlord of termination or modification and shall be primary and not contributory. Tenant shall, at least ten (10) days prior to the Commencement Date, and within ten (10) days prior to the expiration of each such policy, deliver to Landlord certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

11. **WAIVER AND INDEMNITY.**

A. **Waiver.** Tenant releases Landlord, Landlord's members and managers, heirs, assigns and their respective agents and employees from, and waives all claims for, damage or injury to person or property and loss of business. This paragraph shall apply particularly, but not exclusively, to flooding, damage caused by Building equipment and apparatus, water, snow, frost, steam, excessive heat or cold, broken glass, sewage, gas, odors, excessive noise or vibration or the bursting or leaking of pipes, plumbing fixtures or sprinkler devices. Without limiting the generality of the foregoing, Tenant waives all claims and rights of recovery against Landlord, Landlord's members and managers, and their respective agents, heirs, assigns and employees for any loss or damage to any property of Tenant, which loss or damage is insured against, or required to be insured against, by Tenant pursuant to Section 10 above, whether or not such loss or damage is due to the fault or negligence of Landlord or such members, managers, heirs, assigns, agents or employees, and regardless of the amount of insurance proceeds collected or collectible under any insurance policies in effect.

B. **Indemnity.** Tenant agrees to indemnify, defend and hold harmless Landlord,

Landlord's members and managers, heirs, assigns, and their respective agents and employees, from and against any and all claims, demands, actions, liabilities, damage, costs and expenses (including attorneys' fees), for injuries to any persons and damages to or theft or misappropriation or loss of property occurring in or about the Building and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises (including, without limitation, any alteration by Tenant) or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed under this Lease or due to any other act or omission of Tenant, its subtenants, assignees, invitees, employees, contractors and agents. Without limiting the foregoing, Tenant shall indemnify, defend and hold Landlord harmless from any claims, liabilities, damages, costs and expenses arising out of the use or storage of hazardous or toxic materials in the Building by Tenant. If any such proceeding is filed against Landlord or any such indemnified party, Tenant agrees to defend Landlord or such party in such proceeding at Tenant's sole cost by legal counsel reasonably satisfactory to Landlord, if requested by Landlord.

12. **FIRE AND CASUALTY.** If all or a substantial part of the Premises or the Building is rendered untenable by reason of fire or other casualty, Landlord may, at its option, either restore the Premises and the Building, or terminate this Lease effective as of the date of such fire or other casualty. Landlord agrees to give Tenant written notice within sixty (60) days after the occurrence of any such fire or other casualty designating whether Landlord elects to so restore or terminate this Lease. If Landlord elects to terminate this Lease, Rent shall be paid through and apportioned as of the date of such fire or other casualty. If Landlord elects to restore, Landlord's obligation to restore the Premises shall be limited to restoring those improvements in the Premises existing as of the date of such fire or other casualty which were made at Landlord's expense and shall exclude any furniture, equipment, fixtures, additions, alternations or improvements in or to the Premises which were made at Tenant's expense. If Landlord elects to restore, Rent shall abate for that part of the Premises which is untenable on a per diem basis from the date of such fire or other casualty until Landlord has substantially completed its repair and restoration work, provided that Tenant does not occupy such part of the Premises during said period.

13. **CONDEMNATION.** If the Premises or the Building is rendered untenable by reason of a condemnation (or by a deed given in lieu thereof), then either party may terminate this Lease by giving written notice of termination to the other party within thirty (30) days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. If this Lease so terminates, Rent shall be paid through and apportioned as of the date of such condemnation. If such condemnation does not render the Premises or the Building untenable, this Lease shall continue in effect and Landlord shall promptly restore the portion not condemned to the extent reasonably possible to the condition existing prior to the condemnation. In such event, however, Landlord shall not be required to expend an amount in excess of the proceeds received by Landlord from the condemning authority. Landlord reserves all rights to compensation of any condemnation. Tenant hereby assigns to Landlord any right Tenant may have to such compensation, and Tenant shall make no claim against Landlord or the condemning authority for compensation for termination of Tenant's leasehold interest under this Lease or interference with Tenant's business.

14. **ASSIGNMENT AND SUBLETTING.**

A. **Landlord's Consent.** Tenant shall not without the prior written consent of Landlord: (i) assign, convey, mortgage or otherwise transfer this Lease or any interest here under, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit the use of the Premises by any person other than Tenant and its employees. Any such transfer, sublease or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of Landlord shall be void and of no effect. Landlord's consent to any Transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future Transfer. Landlord's consent to any Transfer or acceptance of rent from any party other than Tenant shall not release Tenant from any covenant or obligation under this Lease. Landlord may require as a condition to its consent to any assignment of this Lease that the assignee execute an instrument in which such assignee assumes the obligations of Tenant hereunder. For the purposes of this paragraph, the transfer (whether direct or indirect) of all or a majority of the ownership (membership interests) of Tenant or the merger, consolidation or reorganization of such Tenant shall be considered a Transfer.

B. **Standards for Consent.** If Tenant desires the consent of Landlord to a Transfer, Tenant shall submit to Landlord, at least sixty (60) days prior to the proposed effective date of the Transfer, a written notice which includes such information as Landlord may require about the proposed Transfer, a written notice which includes such information as Landlord may require about the proposed Transfer and the transferee. If Landlord does not terminate this Lease, in whole or in part, pursuant to Section 14C, Landlord shall not unreasonably withhold its consent to any assignment or sublease. Landlord shall not be deemed to have unreasonably withheld its consent if, in the judgment of Landlord: (i) the transferee is of a character or engaged in a business which is not in keeping with the standards or criteria used by Landlord in leasing the Building; (ii) the financial condition of the transferee is such that it may not be able to perform its obligations in connection with this Lease; (iii) the purpose for which the transferee intends to use the Premises or portion thereof is in violation of the terms of this Lease; or (iv) any other bases which Landlord reasonably deems appropriate. If Landlord wrongfully withholds its consent to any Transfer, Tenant's sole and exclusive remedy therefore shall be to seek specific performance of Landlord's obligation to consent to such Transfer.

C. **Recapture.** Landlord shall have the right to terminate this Lease as to that portion of the Premises covered by a Transfer. Landlord may exercise such right to terminate by giving notice to Tenant at any time within thirty (30) days after the date on which Tenant has furnished to Landlord all of the items required under Section 14B above. If Landlord exercises such right to terminate, Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the Premises (with appropriate demising partitions erected at the expense of Tenant) on the later of (i) the effective date of the proposed Transfer, or (ii) sixty (60) days after the date of Landlord's notice of termination. In the event Landlord exercises such right to terminate, Landlord shall have the right to enter into a lease with the proposed transferee without incurring any liability to Tenant on account thereof. If Landlord consents to any Transfer, Tenant shall pay to Landlord all rent and other consideration received by Tenant in excess of the Rent paid by Tenant hereunder or the portion of the Premises so transferred. Such rent shall be paid as and when received by Tenant. In addition, Tenant shall pay to Landlord any attorneys' fees and expenses incurred by Landlord in connection with any proposed Transfer, whether or not Landlord consents to such Transfer.

15. **SURRENDER.** Upon termination of the Term or Tenant's right to possession of the

Premises, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and damage by fire or other casualty excepted. If Landlord requires Tenant to remove any alterations pursuant to Section 9, then such removal shall be done in a good and workmanlike manner; and upon such removal, Tenant shall restore the Premises to its condition prior to the installation of such alterations. If Tenant does not remove such alterations after request to do so by Landlord, Landlord may remove the same and restore the Premises; and Tenant shall pay the cost of such removal and restoration to Landlord upon demand. Tenant shall also remove its furniture, equipment, trade fixtures and all other items of personal property from the Premises prior to termination of the Term or Tenant's right to possession of the Premises. If Tenant does not remove such items, Tenant shall be conclusively presumed to have conveyed the same to Landlord without further payment or credit by Landlord to Tenant; or at Landlord's sole option such items shall be deemed abandoned, in which event Landlord may cause such items to be removed and disposed of at Tenant's expense without notice to Tenant and without obligation to compensate Tenant.

## 16. **DEFAULTS AND REMEDIES.**

A. **Default.** The occurrence of any of the following shall constitute a default (a "Default") by tenant under this Lease: (i) Tenant fails to pay any Rent when due and such failure is not cured within five (5) calendar days after notice from Landlord (which notice may be in the form of a landlord statutory five-day notice); (ii) Tenant fails to perform any other provision of this Lease and such failure is not cured within thirty (30) days (or immediately if the failure involves a hazardous condition) after notice from Landlord; (iii) the leasehold interest of Tenant is levied upon or attached under process of law; (iv) Tenant dissolves; (v) Tenant abandons or vacates the Premises; or (vi) any voluntary or involuntary proceedings are filed by or against Tenant under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within thirty (30) days after filing.

B. **Right of Re-Entry.** Upon the occurrence of a Default, Landlord may elect to terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Upon any such termination, Tenant shall immediately surrender and vacate the Premises and deliver possession thereof to Landlord. Tenant grants to Landlord the right to enter and repossess the Premises and to expel Tenant and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law.

C. **Reletting.** If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Landlord may relet the Premises or any part thereof. In such case, Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord shall reasonably deem appropriate; provided, however, Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. Tenant shall reimburse Landlord for the costs and expenses of reletting the Premises including, but not limited to, all brokerage, advertising, legal, alteration, and other expenses incurred to secure a new tenant for the Premises. In addition, if the consideration collected by Landlord upon any such reletting, after

payment of the expenses of reletting the Premises which have not been reimbursed by Tenant, is insufficient to pay monthly the full amount of the Rent, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant.

D. **Termination of Lease.** If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant shall pay to Landlord, on demand, as and for liquidated and final damages, an accelerated lump sum amount equal to the amount by which Landlord's estimate of the aggregate amount of Rent owing from the date of such termination through the Expiration Date plus Landlord's estimate of the aggregate expenses of reletting the Premises both discounted to present value at the rate of five percent per annum.

E. **Other Remedies.** Landlord may but shall not be obligated to perform any obligation of Tenant under this Lease; and, if Landlord so elects, all costs and expenses paid by Landlord in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Tenant to Landlord on demand. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

F. **Bankruptcy.** If Tenant becomes bankrupt, the bankruptcy trustee shall not have the right to assume or assign this Lease unless the trustee complies with all requirements of the United States Bankruptcy code; and Landlord expressly reserves all of its rights, claims, and remedies thereunder.

G. **Waiver of Trial by Jury.** Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.

H. **Venue.** If either Landlord or Tenant desires to bring an action against the other in connection with this Lease, such action shall be brought in the courts located in Will County, Illinois. Landlord and Tenant consent to the jurisdiction of such courts and waive any right to have such action transferred from such courts on the grounds of improper venue or inconvenient forum.

17. **HOLDING OVER.** If Tenant retains possession of the Premises after the expiration or termination of the Term or Tenant's right to possession of the Premises, Tenant shall pay Rent during such holding over at double the rate in effect immediately preceding such holding over computed on a monthly basis for each month or partial month that Tenant remains in possession. Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. In addition, at any time while Tenant remains in possession, Landlord may elect instead, by written notice to Tenant and not otherwise, to have such retention of possession constitute a renewal of this Lease for one year for the fair market value of the Premises as reasonably determined by Landlord but in no event less than the Rent payable immediately prior to such holding over. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other

rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

18. **ESTOPPEL CERTIFICATE.** Tenant agrees that, from time to time upon not less than ten (10) days' prior request by Landlord, Tenant shall execute and deliver to Landlord a written certificate certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates to which Rent has been paid; (iii) that Tenant is in possession of the Premises, if that is the case; (iv) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in detail; (v) that Tenant has no off-sets or defenses to the performance of its obligations under this Lease (or if Tenant believes there are any off-sets or defenses, a full and complete explanation thereof); and (vi) such additional matters as may be requested by Landlord, it being agreed that such certificate may be relied upon by any prospective purchaser, mortgagee, or other person having or acquiring an interest in the Building. If Tenant fails to execute and deliver any such certificate within ten (10) days after request, Tenant shall be deemed to have irrevocably appointed Landlord and Landlord's members and managers as Tenant's attorneys-in-fact to execute and deliver such certificate in Tenant's name.

19. **SUBORDINATION.** This Lease is and shall be expressly subject and subordinate at all times to any lien of any mortgage or trust deed now or hereafter encumbering fee title to the Building and/or the leasehold estate under any such lease. If any such mortgage or trust deed is foreclosed, upon request of the mortgagee, holder or lessor, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that Tenant agrees upon request by any such mortgagee, holder, or purchaser at foreclosure, to execute and deliver such subordination and/or attornment instruments as may be required by such person to confirm such subordination and/or attornment. If Tenant fails to execute and deliver any such instrument within ten (10) days after request, Tenant shall be deemed to have irrevocably appointed Landlord and Landlord's members and/or managers as Tenant's attorney-in-fact to execute and deliver such instrument in Tenant's name.

20. **QUIET ENJOYMENT.** As long as no Default exists, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Landlord, subject, however, to the provisions of this Lease. The loss or reduction of Tenant's light, air or view will not be deemed a disturbance of Tenant's occupancy of the Premises, nor will it affect Tenant's obligations under this Lease or create any liability of Landlord to Tenant.

21. **NOTICES.** All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be, at the address set forth above or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or two business days after posting in the United States mail.

22. **MISCELLANEOUS.**

A. **Successors and Assigns.** Subject to Section 14 of this Lease, each provision of this Lease shall extend to bind and injure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns; and all references herein to Landlord and Tenant shall be deemed to include all such parties.

B. **Entire Agreement.** This Lease, and the riders and exhibits, if any, attached hereto which are hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant; and Landlord has made no representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.

C. **Time of Essence.** Time is of the essence of this Lease and each and all of its provisions.

D. **Execution and Delivery.** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for lease, and it is not effective until execution and delivery by both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord shall constitute an irrevocable offer by Tenant to lease the premises on the terms and conditions set forth herein, which offer may not be revoked for fifteen days after such delivery.

E. **Severability.** The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions.

F. **Attorneys' Fees.** With regard to any dispute hereunder, the prevailing party shall be entitled to reasonable attorney's fees and expenses.

G. **Force Majeure.** Landlord shall not be in default hereunder and Tenant shall not be excused from performing any of its obligations hereunder, other than payment of Rent as set forth herein, if Landlord is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, pandemic, epidemic, acts of federal, state, or local government, acts of God or other causes beyond Landlord's reasonable control. Tenant shall not be excused from payment of Rent during any portion of the Lease Term covered by this Paragraph. However, any Rent due during a portion of the Lease Term covered by this Paragraph shall be deferred and amortized in equal installments over the balance of the Lease Term. If an event identified in this Paragraph shall persist until the end of the Lease Term, Tenant shall have six(6) months from the Lease Termination to make all Rent payments required hereunder, unless otherwise agreed to in writing by the Parties.

H. **Captions.** The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.

I. **No Waiver.** No receipt of money by Landlord from Tenant after termination of this Lease or after the service of any notice or after the commencing of any suit or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice or suit. No waiver of any default of Tenants shall be implied from any omission by Landlord to Landlord to take any action on account of such default if such default persists or be repeated, and

no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

J. **No Recording**. Tenant shall not record this Lease or a memorandum of this Lease in any official records.

K. **Limitation of Liability**. Any liability of Landlord under this Lease shall be limited solely to its interest in the Building and Premises, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Lease as of the day and year first above written.

TENANT:

\_\_\_\_\_

By: \_\_\_\_\_  
Its authorized signatory

LANDLORD:

Senior Services Center of Will County, Inc.

By: Shelia M. Pardo  
Its Chief Executive Officer

Ovation Center, LLC

By: Shelia M. Pardo  
Its Manager

**EXHIBIT A**  
**Rules and Regulations**

1. Tenant shall not make any use of the Premises which may be dangerous to person or property, or which shall increase the cost of insurance or require additional insurance coverage.
2. Tenant shall not make excessive noises, cause disturbances, create excessive vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit excessive sound waves or are dangerous to any businesses in the area or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the building or the Premises.
3. Unless Tenant installs new doors to the Premise, Landlord shall furnish keys for all doors to the Premises at the commencement of the Term. Tenant shall not be required to furnish Landlord with keys for any new or additional locks on doors installed by Tenant; however, Tenant agrees to allow Landlord access to the Premises upon reasonable notice of such request. When the Lease is terminated, Tenant shall deliver all keys to Landlord and will provide to Landlord the means of opening any safes, cabinets or vaults left in the Premises.
4. Except as otherwise provided in the Lease, Tenant shall not install any signal, communication, alarm or other utility or service system or equipment without the prior written consent of Landlord.
5. Tenant shall not overload floors; and Tenants shall obtain Landlord's prior written approval as to size, maximum weight, routing and location of business machine, safes, and heavy objects. Tenant shall not install or operate machinery or any mechanical devise of a nature not directly related to Tenant's ordinary use of the Premises.
6. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
7. Tenant shall cooperate and participate in all reasonable security programs affecting the building.
8. Tenant shall not dispose of any foreign substances in the toilets, urinals, sinks or other washroom facilities, nor shall Tenant permit such items to be used other than for their intended purposes; and Tenant shall be liable for all damage as a result of a violation of this rule.