

## **SUBLEASE**

This SUBLEASE AGREEMENT (the "Sublease") is made as of the \_\_\_\_ day of March, 2013, between ESSENTIAL GROUP, INC. ("Sublandlord") and LAKE COUNTY, ILLINOIS ("Subtenant").

WHEREAS, pursuant to that certain Lease Agreement dated as of December 31, 2007 (the "Master Lease"), a copy of which is attached as Exhibit A and incorporated herein, Crown Grand Tri-State LLC (the "Landlord") leased to Sublandlord 25,090 rentable square feet of space on the first floor (the "Premises") of the building known as 1325 Tri-State Parkway, Gurnee, Illinois 60031 (the "Building"), all as more particularly described and depicted in the Master Lease; and

WHEREAS, Sublandlord desires to sublease to Subtenant and Subtenant desires to sublease from Sublandlord the Premises (the "Subleased Premises") as more particularly described on Exhibit B attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, Sublandlord and Subtenant hereby agree as follows:

**1. Defined Terms.**

Unless otherwise defined herein, all defined terms shall have the meaning set forth in the Master Lease.

**2. Demise of Subleased Premises; Furniture.**

Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord the Subleased Premises, upon and subject to all of the terms, covenants, and conditions provided for herein, for use as governmental administrative offices. Sublandlord also grants to Subtenant the non-exclusive right during the Term, subject to the rights of Landlord, Sublandlord and other tenants in the Building, to use the common areas of the Building, including the common hallways, restrooms, stairways, loading docks, parking areas and other common space as designated from time to time by Landlord, for purposes consistent with the permitted use of the Subleased Premises. Sublandlord will leave the furniture, fixtures, equipment and file cabinets described in Exhibit C attached hereto (collectively, the "Furniture") in the Subleased Premises and Subtenant shall be entitled to use the Furniture during the Term of this Sublease upon payment of the amount set forth in Section 4(e).

**3. Term.**

The term of this Sublease ("Term") shall commence on April 10, 2013 (the "Sublease Commencement Date") and shall expire on November 30, 2014, unless

terminated earlier pursuant to the terms and conditions of the Master Lease or this Sublease.

**4. Payment of Rent; Expenses.**

(a) Base Rent. Subtenant shall pay to Sublandlord as gross annual base rent for the Subleased Premises during the Term the amount of Nine and 50/100 Dollars (\$9.50) per rentable square foot (“Base Rent”). Base Rent shall be paid in monthly installments of Nineteen Thousand Eight Hundred Sixty Two and 92/100 Dollars (\$19,862.92), and each such installment is due and payable on or before the first day of each month, and shall be sent to Mr. **Phil Moussally**, inVentiv Health Clinical, 500 Atrium Drive, Somerset, NJ 08873 (or at such other address as Sublandlord may specify from time to time), without notice or demand therefor and without any offset, deduction or counterclaim except as expressly set forth in this Sublease. Any installment of Base Rent for a partial month shall be prorated based on a 30-day calendar month. The first months’ prorated installment of Base Rent shall be due and payable upon execution of the Sublease by the parties.

(b) Additional Rent. Subtenant shall pay to Sublandlord when due any and all costs, expenses, charges and other monetary obligations required to be paid by Subtenant pursuant to the terms of the Sublease (collectively, the “Additional Rent”).

(c) Late Charges/Interest. If Subtenant fails to pay any installment of Base Rent, Additional Rent or any other payment for which Subtenant is liable hereunder (collectively, “Rent”) within ten (10) days of the date due, in addition to Sublandlord’s other remedies, Subtenant shall be obligated to pay, as Additional Rent, interest on past due amounts as set forth in the Master Lease and a late charge of Five Hundred Dollars (\$500.00) for each such late payment. The parties agree that such late charge represents a fair and reasonable estimate of the costs Sublandlord will incur by reason of late payment by Subtenant. The aforementioned interest, which be reflected on monthly invoices to Subtenant, shall accrue from the date on which the subject Rent payment was due, until such Rent is fully paid.

(d) Other Tenant Expenses. Subtenant shall be responsible for procurement of (i) electricity and gas service from the applicable public utility and (ii) cleaning and janitorial services for the Subleased Premises. Subtenant shall be responsible for payment, at Subtenant’s sole cost and expense, directly to the service providers, for such services.

(e) Furniture Rental. Upon execution of the Sublease by the parties and receipt of Landlord’s written approval, Subtenant shall pay to Sublandlord the sum of Nineteen Thousand Eight Hundred Dollars (\$19,800.00) as the Furniture rental fee for the entire Lease Term.

**5. Permitted Uses.**

Subtenant agrees the Subleased Premises will be used only for general office and administrative uses and/or such other use consented to in writing by Sublandlord and Landlord.

**6. Condition of the Subleased Premises.**

(a) Sublandlord will deliver the Subleased Premises to Subtenant in neat and clean condition and with all light fixtures, doors, security systems (if any) and window treatments in good working order. Except as set forth in the preceding sentence, Subtenant accepts possession of the Subleased Premises as of the Sublease Commencement Date, in "AS IS" condition. Notwithstanding the foregoing, Sublandlord represents and warrants that to Sublandlord's actual knowledge, Sublandlord has not received any written notice from any governmental authority that the Subleased Premises are not in compliance with applicable governmental laws, ordinances, codes, statutes, regulations and orders and (ii) the Sublandlord is in compliance with the terms of the Master Lease, including but not limited to the payment of rent, the assignment fee, and any other payments required by the Master Lease. Subtenant shall be entitled to inspect the Subleased Premises prior to Sublease Commencement Date to satisfy itself with respect to the condition of the Subleased Premises.

(b) Subtenant shall surrender the Subleased Premises to Sublandlord in the same condition which existed as of the Sublease Commencement Date, with all improvements in good repair and condition, broom-clean, ordinary wear and tear excepted.

**7. Subtenant's Work.**

Subtenant, at its sole cost and expense, shall be responsible for the installation of its telephone, computer and security systems, including outfitting IT rooms and generators, if required, as well as all fiber optics, wiring, cabling and electrical work associated therewith.

**8. Master Lease Terms.**

(a) It is hereby agreed that, except to the extent the Master Lease Terms are modified herein or are inconsistent with the express terms of this Sublease, in which case the terms of this Sublease shall control, Sublandlord leases the Subleased Premises to Subtenant upon all of the Master Lease Terms including Exhibits, Amendments and Addenda thereto, and except as provided to the contrary herein Subtenant accepts this Sublease subject to, and assumes and agrees to perform, and shall be subject to and bound by, all of the Master Lease Terms binding on the "Tenant" thereunder with respect to the Subleased Premises, and such terms and conditions of the Master Lease Terms are incorporated by reference herein. Subtenant expressly agrees that Sublandlord shall not

be obligated to perform, and shall not be liable for the nonperformance by Landlord of any of the obligations of Landlord under the Master Lease Terms or as incorporated into this Sublease and that Subtenant shall have no claim against Sublandlord by reason of any default by Landlord in performing such covenants, provided, however, that Sublandlord shall use reasonable efforts to request and/or demand that Landlord perform Landlord's obligations pursuant to the Master Lease Terms as set forth in Section 8(b) hereof, and if Landlord fails to do so, Sublandlord shall seek its appropriate remedies on behalf of Subtenant. Notwithstanding anything herein to the contrary, provided that Subtenant is not in default in its obligations under this Sublease beyond any applicable cure period, Sublandlord shall be responsible for payment of rent to the Landlord upon the terms and conditions stated in the Master Lease.

(b) Except as specifically provided elsewhere herein, Sublandlord shall have no obligation to render any services to Subtenant in or to the Subleased Premises of any nature whatsoever or to expend any money for the maintenance, repair or restoration of the Subleased Premises. In the event that Subtenant alleges that the Landlord has failed to perform any of its obligations with respect to the Subleased Premises pursuant to the Master Lease Terms or in the event Subtenant desires to issue or contest any notice, calculation or determination to or by the Landlord with respect to the Subleased Premises, then Sublandlord shall, at its election either: (i) make demand or inquiry and institute appropriate actions and proceedings against Landlord for the enforcement of such obligation or the issuance or contest of such notice, calculation or determination or (ii) authorize Subtenant (in the name of Sublandlord) to make demand or inquiry and institute appropriate actions and proceedings against Landlord for the enforcement of such obligation or to issue or contest such notice, calculation or determination, provided in either case, that (a) Subtenant shall have no right to terminate or cause Sublandlord to terminate the Master Lease Terms, but Subtenant shall have the same rights (if any) to withhold Rent or terminate this Sublease as Sublandlord has with respect to the Master Lease in the event of Landlord's default under the Master Lease or for the Sublandlord's failure to comply with its obligations under this section, (b) the prosecution of such actions or proceedings by Sublandlord or Subtenant shall not result in the termination of the Master Lease by Landlord. and Subtenant shall pay to Sublandlord one half (1/2) of any out-of-pocket costs, and reasonable attorneys' fees and expenses incurred by Sublandlord arising out of any such demand and legal proceedings. Subtenant shall reimburse Sublandlord, within thirty (30) days from written demand, for one half (1/2) of all reasonable out-of-pocket expenses incurred by Sublandlord in attempting to obtain the performance of Landlord's obligations for the benefit of Subtenant.

(c) Subtenant shall not do or permit to be done anything which would constitute a violation or breach of any of the terms, conditions or provisions of the Master Lease Terms or which would cause the Master Lease to be terminated or forfeited. If Subtenant shall default in the performance of any of its obligations under this Sublease, Sublandlord, without being under any obligation to do so and without thereby waiving such default, shall have the right to cure such default for the account and at the expense of Subtenant without notice in the case of emergency and, in all other cases, upon ten (10) days' written notice by Sublandlord to Subtenant, unless Subtenant, during such ten

(10) day period, shall have commenced to remedy such default and shall thereafter diligently prosecute such remedy to completion within the time periods specified in the Master Lease Terms. Sublandlord shall have the right to enter the Subleased Premises at such times as may be reasonably necessary to exercise its right to cure Subtenant's defaults as provided above.

(d) Subtenant shall promptly furnish Sublandlord with copies of all notices relating to the Subleased Premises which Subtenant shall receive from Landlord or third parties and Sublandlord shall promptly furnish Subtenant with copies of all notices relating to the Subleased Premises which Sublandlord receives from Landlord or third parties.

(e) Wherever in the Master Lease Terms the "Tenant" thereunder is required to obtain the consent of the "Landlord" thereunder prior to taking any action, Subtenant shall be required to obtain the consent of Sublandlord and Landlord as a condition to taking any such action. Subtenant shall pay any charges, fees and reimbursements which the Landlord charges to Sublandlord pursuant to the Master Lease Terms in connection with any such required consent. Wherever in the Master Lease Terms the "Tenant" is required to take action or refrain from taking action upon notice of the "Landlord," Subtenant shall take such action or refrain from taking such action upon notice from the Sublandlord or Landlord. Wherever in the Master Lease Terms the Landlord has the right to take an action or refrain from taking action, Sublandlord shall have such right to the extent applicable to the Subleased Premises.

(f) Sublandlord agrees to take all actions necessary to maintain Subtenant's rights under this Sublease with respect to the Landlord, including, without limitation the timely payment of all Base Rent and Additional Rent under the Master Lease Terms to the extent necessary to prevent a termination or diminution or interruption of Subtenant's rights under this Sublease, provided Subtenant is not in default with respect to any of its monetary obligations hereunder.

(g) Sublandlord hereby represents and warrants to Subtenant that (i) the Master Lease is in full force and effect as of the date hereof, (ii) a true and correct copy of the Master Lease Terms is attached hereto; (iii) to Sublandlord's knowledge, there exists no default, or event or condition which, with the giving of notice or the passage of time or both, would become a default under the Master Lease on the part of Sublandlord or Landlord; (iv) Sublandlord has received no notice or claim that the Subleased Premises do not comply with applicable legal requirements for the intended use, (v) Sublandlord has not waived, and shall not waive without the prior written consent of Subtenant, which shall not be unreasonably withheld, delayed or conditioned, any rights of the Sublandlord as tenant under the Master Lease if such waiver would materially impair Subtenant's rights in the Subleased Premises; (vi) Sublandlord has not assigned its interest in the Master Lease or heretofore sublet or leased the Subleased Premises to anyone other than the current tenant of the Subleased Premises; (vii) Sublandlord has not received any written notice of violation of law from any governmental agency with regard to the Subleased Premises that has not heretofore been complied with; and (viii)

to the Sublandlord's knowledge, there are no pending or threatened condemnation proceedings with respect to any portion of the Subleased Premises.

(h) Sections 2.3 (Option to Extend) and 22 (Option to Lease Suite 325) of the Lease shall not be applicable to or incorporated into this Sublease.

**9. Maintenance and Repairs.**

Subtenant shall be responsible for, at Subtenant's sole cost and expense: (i) maintenance of the interior of the Subleased Premises in good condition and repair and (ii) maintenance, repairs and replacements necessitated by the negligent act or omission of Subtenant or its successors or permitted assigns or their respective employees, agents, representatives, contractors or invitees.

**10. Alterations, Additions and Improvements.**

(a) Subtenant shall not make any alterations, additions or improvements to the Subleased Premises without the prior written consent of Landlord and Sublandlord, which consent shall not be unreasonably withheld. Any approved alterations, additions and improvements shall be constructed in accordance with the terms of the Lease.

(b) Upon the expiration or earlier termination of this Sublease, Subtenant shall (i) remove all of Subtenant's equipment, furniture and personal property in the Subleased Premises, and (ii) if required by the Landlord, upon written notice from Sublandlord, remove all alterations, additions, improvements, wiring and cabling installed in the Subleased Premises by or on the request of Subtenant. Subtenant shall be responsible for all repairs and replacements to the Subleased Premises and/or the Building necessitated by the removal of its alterations, additions, improvements, equipment, wiring, cabling and personal property. In the event that Sublandlord requests that Subtenant do so and Subtenant fails to timely remove the alterations, additions, improvements, wiring and cabling installed in the Subleased Premises by or on the request of Subtenant, then Sublandlord shall be entitled, but not obligated, to remove such items and Subtenant shall reimburse Sublandlord for the reasonable costs and expenses associated with such removal. The Subtenant shall not be obligated to remove the Furniture.

**11. Liens.**

Subtenant shall have no authority, express or implied, to create or place any lien, claim or encumbrance of any kind or nature whatsoever upon the Subleased Premises or the Building, or in any manner to bind, the interest of Sublandlord or Subtenant in the Subleased Premises or Building as a result of labor performed or materials furnished to Subtenant, the Subleased Premises, the Building or otherwise. Subtenant shall discharge of record, by payment, bonding or otherwise, any lien filed against the Subleased Premises on account of any labor performed or materials furnished to, at the request of or on behalf of Subtenant, upon the filing of any claim of lien or diligently contest such lien

and deliver to the Landlord and Sublandlord a bond or other security reasonably acceptable to Landlord and Sublandlord in the amount of such lien. Subtenant agrees to give Sublandlord immediate written notice of the filing of any lien, claim or encumbrance against the Subleased Premises or the Building. Sublandlord shall have the right, at Sublandlord's option, of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and applicable late charge, shall be deemed to be Additional Rent immediately due and payable by Subtenant upon rendition of a bill therefor.

## **12. Insurance.**

(a) Subtenant shall procure and maintain, at Subtenant's sole cost and expense, during the Sublease Term all insurance coverage required to be maintained by Sublandlord pursuant to the terms of the Master Lease. Subtenant shall name Sublandlord and Landlord as additional insureds on all insurance policies maintained by Subtenant.

(b) Subtenant will not keep, use, sell or offer for sale in or upon the Subleased Premises any article which may be prohibited by any insurance policy periodically in force covering the Subleased Premises (unless such activity is permitted if a higher premium is paid and Subtenant pays the actual increase in the premium and obtains Sublandlord's and Landlord's prior written consent to such activity). If Subtenant's occupancy or business in or on the Subleased Premises, whether or not Sublandlord or Landlord has consented to the same, results in any increase in premiums for the insurance carried by Sublandlord or Landlord with respect to the Subleased Premises, Subtenant shall pay any such increase in premiums as Additional Rent within fifteen (15) days after being billed therefor by Sublandlord or Landlord.

## **13. Indemnification.**

(a) Subtenant shall indemnify Landlord and Sublandlord and its affiliates and subsidiaries and their respective directors, officers, shareholders, members, managers, employees, agents, successors and assigns (collectively, the "Sublandlord Parties") from and against, and hold Landlord, Sublandlord and the Sublandlord Parties harmless from, any and all claims, losses, judgments, costs, damages, expenses, charges, penalties, fines and liabilities (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") arising from or related to: (i) the conduct of Subtenant's business in, or use and occupancy of, the Subleased Premises or the Building during the Term of this Sublease, (ii) any act or omission of Subtenant or its affiliates, subsidiaries, directors, officers, shareholders, members, managers, employees, agents, contractors, invitees, successors or permitted assigns (collectively, the "Subtenant Parties), (iii) any breach or default by Subtenant in the observance or performance of the terms and conditions contained in this Sublease or the Master Lease or (iv) any work or thing whatsoever done, or any condition created by Subtenant or the Subtenant Parties, in or about the Subleased Premises or the Building during the Sublease Term. The obligations

of Subtenant contained herein shall not apply to the extent that any Claim arises from the negligence or willful misconduct of Landlord, Sublandlord or the Sublandlord Parties.

(b) Sublandlord shall indemnify Subtenant and its employees, agents, successors and assigns (collectively, the “Subtenant Parties”) from and against, and hold Subtenant and the Subtenant Parties harmless from, any and all Claims arising from or related to: (i) the Sublandlord’s use of the Subleased Premises or the Building during the Term of this Sublease, (ii) any negligent act or omission of Sublandlord or its affiliates, subsidiaries, directors, officers, shareholders, members, managers, employees, agents, contractors, invitees, successors or permitted assigns (collectively, the “Sublandlord Parties”), (iii) any breach or default by Sublandlord in the observance or performance of the terms and conditions contained in this Sublease or the Master Lease or (iv) any work or thing whatsoever done, or any condition created by Sublandlord or the Sublandlord Parties, in or about the Subleased Premises or the Building during the Sublease Term. The obligations of Sublandlord contained herein shall not apply to the extent that any Claim arises from the negligence or willful misconduct of Subtenant or the Subtenant Parties.

(c) Sublandlord warrants that to Sublandlord’s actual knowledge there are no hazardous or toxic substances, materials or waste, as defined in any applicable law, ordinance, rule or regulation (“Hazardous Materials”), in the Subleased Premises. Subtenant shall not cause or permit any Hazardous Materials to be brought, kept, stored, manufactured, distributed or used on, in, or about the Subleased Premises or the Building by Subtenant or the Subtenant Parties. Subtenant hereby agrees to indemnify, defend, protect and hold Landlord, Sublandlord and the Sublandlord Parties harmless from and against any and all Claims (including, without limitation, reasonable attorneys’ fees, consultants’ fees, and experts’ fees) arising from or related to the breach by Subtenant or the Subtenant Parties of the obligations stated herein. This indemnification of Landlord, Sublandlord and the Sublandlord Parties by Subtenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Subleased Premises or the Building or otherwise, but only in the event that such Hazardous Material was brought onto the Subleased Premises by Subtenant or the Subtenant Parties in breach of the obligations stated herein. Without limiting the foregoing, if the presence of any Hazardous Material on, in, or about the Subleased Premises or the Building caused or permitted by Subtenant or the Subtenant Parties results in any contamination of the Subleased Premises or the Building, Subtenant shall promptly take all actions at its sole expense as are necessary to return the Subleased Premises or the Building, as the case may be, to the condition existing prior to the introduction of any such Hazardous Material. The work to be performed and contractors to be used by Subtenant are subject to the prior written approval of Landlord and Sublandlord, which approval shall not be unreasonably withheld or delayed.



(d) The obligations contained in this Section 13 shall survive the expiration or earlier termination of this Sublease.

#### **14. Default; Remedies.**

Subtenant shall be in default under this Sublease if Subtenant fails perform any or all of its obligations under this Sublease and thereafter fails to cure such default within the cure period, if any, set forth in the Master Lease. In addition to the remedies set forth in the Master Lease Terms, Sublandlord shall have the following remedies if Subtenant is in default in its obligations under this Sublease beyond any applicable cure period. These remedies are not exclusive, but are in addition to any additional remedies to which Sublandlord may be entitled:

(a) The worth, at the time of the award, of the unpaid Base Rent and Additional Rent that had been earned at the time of termination of this Sublease;

(b) The worth, at the time of the award, of the amount by which the unpaid Base Rent and Additional Rent that would have been earned after the date of termination of this Sublease until the time of award exceeds the amount of the loss of rent that Subtenant proves could have been reasonably avoided.

(c) The worth, at the time of the award, of the amount by which the unpaid Base Rent and Additional Rent for the balance of the Term after the time of award exceeds the amount of the loss of Rent that Subtenant proves could have been reasonably avoided; and

(d) Any costs or expenses Sublandlord incurs in maintaining or preserving the Subleased Premises after such default, the cost of recovering possession of the Subleased Premises, expenses of reletting, including repairs, alterations and improvements to the Subleased Premises that are reasonably necessary in order to enable Sublandlord to relet the Subleased Premises, Sublandlord's reasonable attorney's fees incurred in connection therewith, any real estate commissions payable, and costs or expenses incurred by Sublandlord as a result of Sublandlord's inability to tender possession of the Subleased Premises to the subsequent tenant as a result of Subtenant's default.

“The worth, at the time of the award,” as used in subsections (a) and (b) of this Section, is to be computed by allowing 5% interest.

“The worth, at the time of the award,” as referred to in subsection (c) of this Section, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of Chicago at the time of the award.

**15. Subordination, Attornment and Nondisturbance.**

Subtenant acknowledges that this Sublease is subject and subordinate to the Master Lease Terms (except to the extent the Master Lease Terms are modified herein or are inconsistent with the express terms of this Sublease, in which case the terms of this Sublease shall control) and, to the extent that the Master Lease Terms are also subject and subordinate to the following described instruments, this Sublease shall be subject and subordinate to all ground and underlying leases and all mortgages which might now or hereafter affect the Subleased Premises and/or the Building, the leasehold estate or estates thereby created or the real property of which the Subleased Premises form a part, and to any and all renewals, modifications, consolidations, replacements and extensions thereof. Within ten (10) days following written request from Sublandlord or Landlord, Subtenant shall subordinate this Sublease and attorn to the holder of any mortgage, deed of trust or lien that may hereafter encumber the Subleased Premises or Building by executing, acknowledging and delivering to Sublandlord and Landlord, a subordination, non-disturbance, and attornment agreement in a form acceptable to Sublandlord and Landlord. Provided that Subtenant is not in default in any of its obligations under this Sublease, Subtenant shall be entitled to quiet possession of the Subleased Premises.

**16. Holding Over.**

If Subtenant holds over after the expiration or earlier termination of the Term of this Sublease without the express written consent of Landlord and Sublandlord, Subtenant shall become a Subtenant at sufferance only, at a rental rate equal to one hundred fifty percent (150%) of the Master Lease Base Rent and otherwise subject to the terms, covenants and conditions herein specified, so far as applicable, including payment of all Additional Rent. Acceptance by Sublandlord of Rent after such expiration or earlier termination shall not result in a renewal of this Sublease. The foregoing provisions of this Paragraph are in addition to and do not affect Sublandlord's right of reentry or any rights of Sublandlord hereunder or as otherwise provided by law. If Subtenant fails to surrender the Subleased Premises upon the expiration of this Sublease despite demand to do so by Sublandlord, Subtenant shall indemnify, defend and hold Sublandlord and the Sublandlord Parties harmless from and against all Claims, including without limitation, any Claim made by Landlord or any succeeding tenant arising from or related to such failure to surrender, and reasonable attorneys' fees and costs.

**17. Assignment and Subleasing.**

(a) Sublandlord shall be entitled to assign and delegate its interests, rights and obligations under this Sublease upon written consent of the Subtenant, which shall not unreasonably be withheld. Following any such assignment or delegation, Sublandlord shall be released from any and all obligations under this Sublease that arise after such assignment or delegation.

(b) Subtenant shall not assign, sublease or encumber its interest in this Sublease or any part of the Subleased Premises or allow any other person or entity to occupy or use all or any part of the Subleased Premises or permit by any act or default any transfer of Subtenant's interest by operation of law, without the prior written consent of Landlord and Sublandlord, which consent shall be granted or denied in accordance with the terms of the Master Lease. Any assignment, encumbrance, or sublease made in violation of this Sublease shall be voidable and, at Sublandlord's election, shall constitute a default. No consent to any sublease, assignment or encumbrance shall relieve Subtenant from its obligations under this Sublease or constitute a further consent with respect to any further sublease, assignment or encumbrance.

**18. Conditions Precedent to Sublease.**

(a) As required by the Master Lease Terms, this Sublease shall not become effective, and shall be of no force or effect whatsoever, unless and until the Landlord provides its written consent to this Sublease. Sublandlord shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after execution of the Sublease by the parties. Once such written consent is obtained, however, this Sublease shall be deemed effective as of the Sublease Commencement Date.

(b) This Sublease is subject to the review and approval of the Lake County Board (the "Board"), which the Board shall use its best efforts to obtain at the April 2013, County Board meeting, provided that if such approval is not obtained on or before April 9, 2013, and signed by the County Board Chairman within three (3) days thereafter, Sublandlord shall be entitled to terminate this Sublease upon written notice to Subtenant. This Sublease transaction shall be held in strict confidence by the parties and their respective attorneys and real estate brokers until all negotiations are completed and the Lake County Board has approved of the Sublease.

**19. Sublandlord's Liability.**

Sublandlord shall not be liable for property loss or damage or personal injury to Subtenant or its employees, agents, contractors, representatives or invitees, except to the extent caused by the negligence or willful misconduct of Sublandlord or the Sublandlord Parties.

**20. Access.**

Sublandlord shall have the right, upon reasonable notice, which will be unnecessary in the event of emergency, to enter the Subleased Premises to inspect the Subleased Premises or to perform repairs in the event of Subtenant's failure to do so after ten (10) days written notice, provided that Sublandlord shall not be obligated to perform any such repairs.

**21. Definition of Sublandlord.**

The term “Sublandlord,” as used in this Sublease, so far as covenants or obligations on the part of Sublandlord are concerned, shall be limited to mean and include only the person(s) or entity(ies) which own(s) the leasehold estate in the Subleased Premises at the time such covenant or obligation is to be performed.

**22. No Termination of Master Lease.**

Provided Subtenant is not in default beyond any applicable grace, cure or notice period under the terms of this Sublease, Sublandlord agrees it shall not cause the Master Lease to be terminated prior to the termination of this Sublease.

**23. Integration; Modifications.**

This Sublease constitutes the entire agreement between the parties, and the final written expression of all of the agreements between the parties, and supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing among the parties, with respect to the subject matter hereof. Except as otherwise provided herein, this Sublease may be amended or modified only by a writing executed by each of the parties.

**24. Successors and Assigns.**

This Sublease shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**25. Notice.**

Any notice required or permitted under this Sublease shall be in writing and shall be delivered and deemed received as follows: (i) by personal delivery or by facsimile (with electronic confirmation) during the recipient’s normal business hours, in which case it shall be deemed received at the time of such delivery or facsimile as the case may be; (ii) by certified or registered mail, in which case it shall be deemed received on the date such return receipt is signed; or (iii) by prepaid nationally recognized overnight courier by next day delivery, in which case it shall be deemed received on the day following the date of deposit with such courier. Any such notice shall be addressed to the parties at the following addresses (or at such other address as any party shall specify to the others by notice given pursuant to this Section):

If to Sublandlord:	Essential Group, Inc. c/o inVentiv Health, Inc. One Van de Graaff Drive Burlington, Massachusetts 01803 Attn: General Counsel
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If to Subtenant: Lake County, Illinois  
Lake County Administration Building  
18 North County Street  
Waukegan, Illinois 60085  
Attn: \_\_\_\_\_

Landlord: Crown Grand Tri-State LLC  
c/o Crown Properties, Inc.  
400 Garden City Plaza, Suite 111  
Garden City, New York 11530  
Attn: Mr. Davar Rad

With a copy to: Platte, Klarsfeld, Levine & Lachtman  
10 East 40<sup>th</sup> Street, 46<sup>th</sup> Floor  
New York, New York 10016  
Attn: Mr. David R. Lachtman

**26. Brokerage.**

(a) Each party represents and warrants to the other that it has not dealt with any broker, consultant, finder or agent in connection with this Sublease other than Cresa Chicago (broker for Sublandlord) and Tri-State Realty, Inc. (broker for Subtenant). Sublandlord shall pay the subleasing commissions due such brokers pursuant to a separate agreement.

(b) Sublandlord and Subtenant each agree to indemnify, defend and hold the other harmless from and against any and all claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith including, without limitation, attorneys' fees and expenses, arising from any breach by such party of the foregoing representation and warranty made by it.

**27. Exhibits.**

All Exhibits attached hereto are incorporated herein by this reference as if set forth in full in the body of this Sublease.

**28. Attorneys' Fees.**

In the event that either Sublandlord or Subtenant shall commence any action against the other in connection with the enforcement or interpretation of this Sublease, the non-prevailing party shall pay or reimburse the prevailing party for any and all reasonable attorneys' fees and disbursements incurred or paid by the prevailing party in connection therewith, whether paid prior to trial, during trial, or as part of an appeal therefrom. The provisions of this Section 28 shall survive the expiration or earlier termination of this Sublease.

**29. Waiver.**

The waiver of any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

**30. Severability.**

The provisions of this Sublease shall be deemed severable from each other, and, if for any reason any section, clause, provision or part thereof is found to be illegal, invalid, unenforceable, or inoperative, such section, clause or provision or part thereof shall not affect the validity or enforceability of any other section, clause, provision or part thereof.

**31. Governing Law.**

This Sublease, and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action) shall be governed by and construed in accordance with the laws of the State of Illinois.

**32. Counterparts.**

This Sublease may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

*[Signature page next.]*

IN WITNESS WHEREOF, this Sublease has been duly executed as of the day and year first above written.

Sublandlord:

ESSENTIAL GROUP, INC.,

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subtenant:

LAKE COUNTY, ILLINOIS,

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_