

## **FIRST AMENDMENT TO LEASE NO. 10035**

**THIS FIRST AMENDMENT TO LEASE NO. 10035** (“First Amendment”) is made effective as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between **THE CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the “Tenant”), and **4150 WEST 55<sup>TH</sup> STREET**, an Illinois limited liability company, as sole beneficiary of Marquette Bank successor trustee of Garfield Ridge Trust and Savings Bank under Trust Agreement dated June 1, 1988 and known as Trust #88-6-2 (the “Landlord”).

### **RECITALS**

**WHEREAS**, Tenant and Landlord are parties to that certain Lease No. 10035 dated October 25, 2018 (the “Agreement”) for which Tenant leased approximately 16,070 square feet of office space and 16,500 square feet of a parking lot, both located at 4150 W 55th Street, Chicago, Illinois (the “Premises”); and

**WHEREAS**, the term of the Agreement expired on June 30, 2024 (“Term”), but the Tenant continued to occupy the Premises under a holdover provision; and

**WHEREAS**, Tenant and Landlord desire to renew and modify the terms of the Agreement, as more specifically set forth below.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Landlord agree as follows:

1. Defined Terms. All capitalized terms used in this First Amendment shall have the same meaning given to said terms in the Agreement, unless otherwise expressly provided herein.
2. Term. Section 2 of the Agreement is hereby amended to replace “June 30, 2024” with “June 30, 2034.”
3. Ratification of Prior Payments and Responsibilities. Tenant and Landlord acknowledge that all monthly payments continued to be promptly paid to the Landlord after the expiration of the Agreement. Tenant and Landlord further acknowledge that Tenant and Landlord have continued to perform in accordance with the terms of the Agreement after its expiration.
4. Rent. Section 3.1 (Rent) is amended to include subsections (c) through (l), which read as follows:
  - (c) \$25,912.88 per month from the Effective Date of the First Amendment through Jun 30, 2025.

- (d) \$26,690.27 per month from July 1, 2025, through June 30, 2026.
- (e) \$27,490.97 per month from July 1, 2026, through June 30, 2027.
- (f) \$28,315.70 per month from July 1, 2027, through June 30, 2028.
- (g) \$29,165.17 per month from July 1, 2028, through June 30, 2029.
- (h) \$30,040.13 per month from July 1, 2029, through June 30, 2030.
- (i) \$30,941.33 per month from July 1, 2030, through June 30, 2031.
- (j) \$31,869.57 per month from July 1, 2031, through June 30, 2032.
- (k) \$32,825.66 per month from July 1, 2032, through June 30, 2033.
- (l) \$33,810.43 per month from July 1, 2033, through June 30, 2034.

5. Rent Payable To. Rent shall be made payable to 4150 Partnership and sent to: 4150 Partnership, EFT XX0032, C/O Waner Enterprises Inc, 10150 Virginia Avenue, Unit J, Chicago Ridge IL 60415-1380, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

6. Holding Over. Section 9.1 is deleted and replaces with the following: Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on July 1, 2034, and the Rent shall be 107% of the Rent as set forth in Section 3.1(l) of this Lease. During any hold over, all other provisions of this Lease shall remain in full force and effect.

7. Termination of Lease. Section 10.10 of the Agreement is deleted and amended as follows: "Tenant shall have the right to terminate this Lease in its entirety for any reason without prepayment or penalty, any time after June 30, 2026, by providing Landlord with ninety (90) days' prior written notice."

8. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. Entire Agreement. The Agreement, as modified by this First Amendment, embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

10. Incorporation of Amendment. Landlord and Tenant hereby agree that (a) this First Amendment is incorporated into and made a part of the Agreement, and (b) any and all references to the Agreement hereinafter shall include this First Amendment.

11. Reaffirmation of Lease Agreement. Except as provided in this First Amendment, the terms of the Agreement are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

**IN WITNESS WHEREOF**, Tenant and Landlord have executed this First Amendment as of the Effective Date.

**TENANT:**

**CITY OF CHICAGO**, an Illinois municipal corporation

By: \_\_\_\_\_  
Julie Hernandez-Tomlin  
Department of Fleet and Facility Management

**LANDLORD:**

**MARQUETTE BANK, NOT PERSONALLY BUT  
AS SUCCESSOR TRUSTEE TO GARFIELD  
RIDGE TRUST AND SAVINGS BANK UNDER  
TRUST AGREEMENT DATED JUNE 1, 1988 AND  
KNOWN AS TRUST #88-6-2**

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

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**4150 WEST 55TH STREET LLC**, an Illinois limited liability company

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

Print Name \_\_\_\_\_

Title

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