

Exhibit A
Form of Amendment
[Attached]

FIRST AMENDMENT TO LEASE NO. 14183

THIS FIRST AMENDMENT TO LEASE NO. 14183 ("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 (hereinafter referred to as "City" or "Tenant"), and **TCB-KEDZIE, LLC**, an Illinois limited liability company (hereinafter referred to as "Landlord"), and

WHEREAS, Tenant and Landlord are parties to that certain Lease No. 14183 dated January 26, 2016 (the "Agreement") for which Tenant leased approximately 8,000 square feet of ground floor office space located at 4770 S. Kedzie Avenue, Chicago, IL ("Premises"); 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, 2025" with "June 30, 2035."

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 (k) through (u), which read as follows:

k) From June 30, 2025 to the day immediately preceding the Effective Date the monthly rent shall be \$18,701.75;

l) From the Effective Date through June 30, 2026, the monthly rent shall be \$21,333.33;

m) From July 1, 2026 through June 30, 2027, the monthly rent shall be \$21,973.33;

n) From July 1, 2027 through June 30, 2028, the monthly rent shall be \$22,632.53;

o) From July 1, 2028 through June 30, 2029, the monthly rent shall be \$23,311.51;

p) From July 1, 2029 through June 30, 2030, the monthly rent shall be \$24,010.85;

q) From July 1, 2030 through June 30, 2031, the monthly rent shall be \$24,731.18 ;

r) From July 1, 2031 through June 30, 2032, the monthly rent shall be \$25,473.12;

s) From July 1, 2032 through June 30, 2033, the monthly rent shall be \$26,237.31;

t) From July 1, 2033 through June 30, 2034, the monthly rent shall be \$27,024.43; and

u) From July 1, 2034 through June 30, 2035, the monthly rent shall be \$27,835.16.

5. Rental Payments. The last paragraph of Section 3.1 (Rent) is amended and restated to read as follows: "Rent shall be paid to Kedzie Plaza I, LLC c/o Lears & Co., Inc., 3100 Dundee Road, Suite 308, Northbrook, IL 60062, or at such other place as Landlord may designate in writing to Tenant."

6. Notice. Landlords address for notice purposes, as set forth in Section 10 (Miscellaneous) is amended to: TCB-Kedzie, LLC, c/o Newport Capital Partners, 353 N. Clark Street, Suite 3625, Chicago, IL 60654.

7. Site improvements. Landlord, at Landlord's sole cost and expense shall perform the following services and make the following improvements to the Premises. All improvements, fixtures and rehabilitation work must comply with the all Laws, including the Americans with Disabilities Act of 1990, as amended, and the rules and regulations promulgated pursuant to it:

- a. Install a new kitchenette countertop;
- b. Insulate the water pipes in public restrooms;
- c. Lower the check writing surface area so that the accessible work surface is between 28" and 34" above the floor;
- d. Install an automatic door opener to allow for accessible entry at the front door;

e. Adjust the running slope of the ramp in the rear egress of the Premises to be less than 8.33%;

f. Enclose areas above cashier stations and area in front of cashier so that there is only enough space for payments and documents to be submitted;

g. Adjust or replace cashier window to make is higher from the floor to prohibit people from jumping over it and entering the cashiering area;

h. Install thicker glass between cashiers and customers, preferably bulletproof. Remove the security guard station and replace the floor tile in that area with floor tile that matches the flooring in the rest of the Premises;

i. Create a second exit in cashier section to the back hallway exit through the current parking enforcement aide space;

j. Install a push bar on the back exit door;

k. Add a timer or photocell to lights in the parking lot so they come on before dusk in the fall and winter months;

l. Increase foot patrol security during business hours to address panhandling, loitering, and soliciting;

m. Install new public restrooms with automatic flushing toilets and automatic hand dryers. Repair plumbing system to remediate drainage and sewer gas backup. Install adequate exhaust ventilation in all bathrooms, but especially the public men's restroom. Install new bathroom partitions that lock. Install new bathroom sinks. Install baby changing stations in each bathroom.

n. Install new floor tile in lobby, cashier area, and lounge;

o. Remove carpet from second lounge and replace with tile. Also remove elevated steps;

p. Remove all blinds;

q. In the kitchenette, replace with new the refrigerator, microwave, sink, light switch, and vent covers;

r. Perform HVAC vent cleaning within 12 months of executing the First Amendment;

s. Rod floor drains and sewer lines to the street as needed for the term of

the Agreement; and

- t. Perform pest control services for gnats.

If Landlord does not make these Site Improvements, City may make the Site Improvements and deduct the cost from the Rent.

8. Insurance Requirements. The insurance requirements set forth in Sections 6.1 and 6.2 (Insurance and Indemnification) are amended and restated as set forth in Exhibit A.

9. 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.

10. 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.

11. 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.

12. 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.

[SIGNATURE PAGE AND EXHIBIT FOLLOW]

TENANT:

CITY OF CHICAGO, an Illinois municipal corporation

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

LANDLORD:

TCB-KEDZIE, LLC, an Illinois limited liability company

By: _____

Print Name _____

Title _____

EXHIBIT A

INSURANCE REQUIREMENTS

6.1 Insurance. Landlord shall, at its sole expense, procure and maintain, or cause to be procured and maintained, during the Term of this Agreement and on any earlier date Landlord or its contractors are permitted to enter onto the Premises, and until each and every obligation of Landlord contained in this Agreement has been fully performed (including any time period following the expiration or termination date if Landlord is required to return to the Premises and perform any additional work), the following coverages and minimum limits of insurance, insuring all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois. For the purpose of this Exhibit B, the term “contractors” shall also include Landlord’s contractors that occupy the Premises:

(a) Workers Compensation and Employers Liability Insurance. Landlord shall be insured (and shall require that each of its contractors and subcontractors are insured) against liability for workers’ compensation and employers’ risk as prescribed by applicable Law before commencing the performance of any Work on or about the Premises or otherwise in relation to this Agreement. A waiver of subrogation in favor of City is required.

(b) Commercial General Liability Insurance. (Primary and Umbrella). Commercial General Liability insurance, insuring against any and all liability of the City and Landlord including, without limitation, coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury, with limits of not less than \$5,000,000 Combined Single Limit for bodily injury and property damage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Such insurance will insure the performance by Landlord of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in Section 11 of this Agreement. Such insurance will be noncontributing with any insurance which may be carried by the City and will contain a provision that City, although named as an insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to the City, its agents, and employees, or the property of such persons. Such insurance policy shall include a Severability of Interest or Cross Liability clause such as “The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company’s liability.” The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Agreement.

(c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with Work to be performed, Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

(d) Coverage of the Premises. Insurance policies insuring against loss or damage to the Premises, in an amount consistent with what a prudent operator of a comparable property would carry providing replacement cost coverage for perils typically insured against in an Illinois standard form fire insurance policy, which in no event shall be less than those perils covered by ISO Causes of Loss-Special Form property insurance (formerly known as "All-Risk"). The replacement cost of the Premises shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. The policy shall list the City of Chicago as an additional insured and loss payee.

(e) All Risk Builders Risk Insurance. Before commencing any construction, including improvements, betterments or repairs, Landlord shall provide All Risk Builders Risk Insurance, at replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the Building. Coverage shall include but not be limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage, vandalism and malicious mischief. The City of Chicago shall be named as an additional insured and loss payee. Said insurance shall remain in full force and effect until the improvements shall have been completed and fully insured as provided in this Exhibit A. For the avoidance of doubt, Landlord shall have no obligation to maintain All Risk Builders Risk Insurance during any period which there is no construction being performed on the Premises.

6.2 Other Terms of Insurance.

(a) Landlord will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 2 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Landlord shall submit evidence on insurance prior to occupancy of the Premises. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of City to obtain certificates or other evidence of insurance from Landlord shall not be deemed to be a waiver by the City. Landlord shall advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance shall not relieve Landlord of its obligation to provide insurance as specified herein.

(b) The insurer shall provide the City prior written notice of at least sixty (60) days if the insurer elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage.

(c) Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Landlord.

(d) To the maximum extent permitted by Law, and notwithstanding anything to the contrary contained in this Agreement, Landlord hereby releases the City and its officers, employees and agents from any and all liability or responsibility (to Landlord or anyone claiming through or under Landlord by way of subrogation or otherwise) for any loss or damage to the extent that such loss or damage is covered, or is required to be covered under this Agreement, even if such loss or damage is caused by the fault or negligence of the City or anyone for whom the City may be responsible. Landlord will notify its insurers of this Agreement. For clarity, and without limiting the foregoing, all loss or damage resulting from risks that Landlord is required or has elected to insure shall be subject to this waiver of subrogation.

(e) Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit Landlord's liabilities and responsibilities specified within this Agreement or by law.

(f) Landlord expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by Landlord under this Agreement.

(g) The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

(h) The City of Chicago, Department of Finance, Office of Risk Management, maintains the right at any time during the Term of this Agreement to change the amounts and types of insurance required hereunder.

(i) If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies outside this Agreement, Landlord shall give the City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against such insurance which in Landlord's best judgment may diminish the protection such insurance affords the City. Landlord shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

(j) Landlord shall be responsible for all loss or damage to Landlord's Personal Property (including but not limited to materials, equipment, tools and supplies).

(k) Landlord's failure to procure or maintain required insurance shall constitute a material breach of this Agreement under which the City may immediately terminate this Agreement, or, at its discretion, procure or renew such insurance to protect its interest and pay any and all premiums in connection therewith, and recover all monies so paid from Landlord. If the City elects to terminate this Agreement, Landlord agrees to promptly cease all operations and activities under this Agreement and to peacefully surrender the Premises.