

FIRST AMENDMENT TO LEASE NO. 13047

THIS FIRST AMENDMENT TO LEASE NO. 13047 ("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 **4615 HOMER, LLC**, d/b/a Enterprise Property Group, an Illinois limited liability company (the "Landlord").

RECITALS

WHEREAS, Tenant and the Landlord are parties to that certain Lease No. 13047 dated July 1, 2018 (the "Agreement") for which the Tenant leased for its Department of Streets and Sanitation's use approximately 2,268 square feet of office space and approximately 15,618 square feet of garage /warehouse space for a total of approximately 17,886 square feet of indoor space, approximately 5,000 square feet of adjacent vacant land for a loading dock area, approximately 12,806 square feet of adjacent vacant land for a parking area and approximately 12,500 square feet of adjacent vacant land for a Salt Station, all located at 4615-19 West Homer Street, Chicago, Cook County, Illinois (the "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 deleted and replaced with the following: "The term of this Lease ("Term") shall be entered into effective as of Commencement Date, and shall end on December 31, 2029, unless sooner terminated as set forth in this Lease. Tenant, at its sole option, may extend the Term by five (5) years pursuant to written notice to the Landlord. The rent applicable to such extension is set forth in Paragraph 4 of the First Amendment. The Term of the Lease, as extended, shall end on December 31, 2034, unless sooner terminated as set forth in this Lease."
3. **Ratification of Prior Payments and Responsibilities.** Tenant and Landlord acknowledge that Tenant promptly paid all monthly payments 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 (d) through (h),

which read as follows:

(d) \$11,902.18 from the Effective Date of the First Amendment through December 31, 2025.

(e) \$12,378.26 per month from January 1, 2026, through December 31, 2026.

(f) \$12,873.39 per month from January 1, 2027, through December 31, 2027.

(g) \$13,388.33 per month from January 1, 2028, through December 31, 2028.

(h) \$13,923.86 per month from January 1, 2029, through December 31, 2029.

Section 3.1 is further amended to include the following rent amounts that apply to an extension of the Term:

(1) \$14,480.82 per month from January 1, 2030 through December 31, 2030.

(2) \$15,060.05 per month from January 1, 2031 through December 31, 2031.

(3) \$15,662.45 per month from January 1, 2032 through December 31, 2032.

(4) \$16,288.95 per month from January 1, 2033 through December 31, 2033.

(5) \$16,940.51 per month from January 1, 2034 through December 31, 2034.

5. Termination of Lease. Section 10.10 of the Agreement is deleted and replaced with the following: "Tenant and Landlord shall have the right to terminate this Lease by providing the other party with one-hundred eighty (180) days' prior written notice. Such termination shall be for convenience with or without cause and without penalty or prepayment."

6. 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.

7. 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.

8. 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.

9. 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:

4615 HORNER, LLC, an Illinois limited liability
company

By: _____

Print Name _____

Title _____