

## **FIRST AMENDMENT TO LEASE AND EXERCISE OF OPTION TO RENEW**

THIS FIRST AMENDMENT TO LEASE AND EXERCISE OF OPTION TO RENEW (“Amendment”) is dated this \_\_\_\_ day of February, 2019 between the Village of Westmont, an Illinois municipal corporation (“Lessor”) and the Board of Education of Maercker School District No. 60, an Illinois body corporate and politic (“Lessee”)(Lessor and Lessee are collectively referred to herein as the “Parties”).

WHEREAS, Lessor and Lessee are parties to a lease for Suites 103-104 and 202 at Westmont Centre, 1 South Cass Avenue, Westmont, Illinois (the “Lease”), and said Lease commenced on July 1, 2012; and

WHEREAS, Lessee exercised its option to renew the Lease for an additional three (3) year term, and the current term of the Lease (as extended) expires on June 30, 2019; and

WHEREAS, the Parties desire to mutually renew the Lease for an additional three (3) year term, commencing on July 1, 2019 and expiring on June 30, 2022; and

WHEREAS, the Parties additionally desire to amend the Lease to increase the Common Area Maintenance (“CAM”) charges payable by Lessee as Additional Rent as set forth herein; and

WHEREAS, the Parties further desire to amend the Lease to provide for the lease of additional space by Lessee for a limited three (3) month period, from June 1, 2019 through August 31, 2019, at no charge to Lessee, as set forth herein; and

WHEREAS, both Parties find that approval of this Amendment constitutes a proper exercise of their respective authority and find that this Amendment is in the public interest.

NOW, THEREFORE, for mutual consideration exchanged between the Parties as set forth herein and as set forth in the Lease, the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Recitals. The above-stated Recitals are restated and incorporated into this Section 1 as though fully set forth herein.
2. Exercise of Option to Renew. The Parties mutually agree to renew the Lease for an additional three (3) year term as provided for in Section 10 of the Lease, with said additional term commencing on July 1, 2019 and expiring on June 30, 2022. The Parties acknowledge that they may mutually agree to extend the Lease for a final three (3) year extension with said additional term commencing on July 1, 2022. Finally, the Parties acknowledge that Lessee has exercised its first option to renew the Lease and the Parties mutually waive any technical defaults in the method of exercising said first option to renew.
3. Amendment to Lease Regarding Additional Rent. Effective as of July 1, 2019, the amount of CAM charged under the Lease as Additional Rent is amended from \$7.00 per square

foot to \$8.71 per square foot. This results in an annual payment of Additional Rent from Lessee in the amount of \$21,313.00, payable in equal monthly installments of \$1,776.00 (amounts have been rounded down to nearest whole numbers). All other provisions of Section 3.2, "Additional Rent," of the Lease not in conflict with the terms of this amendment shall remain in full force and effect.

4. Amendment to Lease Regarding Lease of Additional Space. The Parties agree that Lessee shall lease additional space in Westmont Centre, 1 South Cass Avenue, Westmont, Illinois known as Suite \_\_\_\_ and consisting of 613 square feet. This lease of additional space shall be for the time period of June 1, 2019 through August 31, 2019. Lessee shall pay no Rent or Additional Rent or any other charges to Lessor for the lease of this additional space. However, Lessee shall be responsible for utilities, maintenance and any other charges as set forth in the Lease for this additional space during its occupancy of the same. Lessee's use of the additional space shall comply with the use provisions of the Lease. All other provisions of the Lease shall apply to the lease of this additional space by Lessee.

5. Other Lease Terms in Full Force and Effect. All provisions of the Lease not specifically amended by this Amendment shall remain in full force and effect.

6. Approval and Authority to Sign. Each Party acknowledges that this Amendment was duly approved by their respective governing Boards, and each Party acknowledges that the individual signing this Amendment below is duly authorized to so sign.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

**LESSOR:**

VILLAGE OF WESTMONT,  
an Illinois municipal corporation

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

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

**LESSEE:**

BOARD OF EDUCATION OF MAERKER  
SCHOOL DISTRICT NO. 60,  
a body corporate and politic

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

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