FIRST AMENDMENT TO THE LEASE AGREEMENT

This FIRST AMENDMENT TO THE LEASE AGREEMENT ("Amendment"), dated as of the ____ of November 2025, by and between **The City of Aurora**, an Illinois home rule municipal corporation, ("**Landlord**") and **Old Second National Bank**, a banking corporation ("**Tenant**") and together with Landlord, collectively referred herein as the "Parties".

WHEREAS, Landlord and Tenant entered in a "Lease Agreement," date December 5, 2022 (the "Lease"), whereby Landlord leased to Tenant certain premises at City Hall, Aurora Police Department, Aurora Transportation Center, Route 59 Train Station, and Phillips Park Golf Course ("Premises"); and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Landlord and Tenant agree as follows: covenant, warrant, and agree as follows:

- 1. **Recitals and Defined Terms**. The recitals set forth hereinabove are hereby fully incorporated into this Amendment. All capitalized and other terms used but not otherwise defined in this Amendment shall have the same meaning as set forth in the Lease.
- 2. <u>Term.</u> The original Lease has a three-year term from January 1, 2023 to December 31, 2025. The Parties hereby agree to an additional three (3) year lease, commencing on January 1, 2026 to December 31, 2028, with two additional 1-year options upon mutual written agreement.
- 3. <u>Premises</u>. Bank continues to desire to lease space to operate and maintain automated teller machines, enclosures and related equipment ("ATMs") in the following locations:
 - A. Aurora City Hall Office ("City Hall") at 44 East Downer Place, Aurora, IL 60505:
 - B. Route 25 Aurora Transportation Center ("ATC") at 233 N. Broadway, Aurora, IL 60505;
 - C. Route 59 Train Station, 1090 Route 59, Aurora IL 60504;
 - D. Phillips Park Golf Course, 1001 Hill Ave, Aurora, IL 60505.

The Bank no longer leases space at Aurora Police Department, 1200 E. Indian Trail Road, Aurora IL 60505, which has already been terminated and removed from the lease.

4. **Fixed Rent.** Tenant shall pay a monthly rent of one hundred seventy-five dollars (\$175.00) per ATM, per month for the term of the lease. Total rent shall be seven hundred dollars (\$700.00) per month.

- 5. Other Terms and Conditions Remain. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set for in this First Amendment, the Lease otherwise is unmodified and remains in full for and effect.
- 6. <u>Capitalized Terms.</u> All capitalized terms used but not defined herein shall have the same meaning as defined in the Lease.
- 7. **Entire Agreement**. This Amendment, together with the Lease, sets forth the entire understanding of the Parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto will be valid unless made in writing and signed by all Parties hereto.
- 8. **<u>Binding Effect.</u>** This Amendment will extend to and be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 9. <u>Counterparts</u>. This Amendment may be executed in two or more counterparts, each of which so executed and delivered shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. This Amendment may be executed by facsimile signature.
- 10. <u>Governing Law</u>. This Amendment will be governed by and construed in accordance with the laws of the State of Illinois and will be enforceable in Kane County, Illinois.

TOTAL A NUTS.

IN WITNESS WHEREOF, Landlord and Tenant have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

LANDLORD:	IENANI:
City of Aurora, An Illinois Home Rule Municipal Corporation	Old Second National Bank An Banking Corporation
BY: John Laesch, Mayor	BY: Director of Operations
ATTEST: Jennifer Stallings, City Clerk	ATTEST:Operations Administration
Date:	Date:

TANDLODD.