

FIRST AMENDMENT TO THE LEASE AGREEMENT

This FIRST AMENDMENT TO THE LEASE AGREEMENT (“**Amendment**”), dated as of the 1st of May, 2025, by and between **The City of Aurora**, an Illinois home rule municipal corporation, (herein after “**Landlord**”) and **Jolene Ryan**, owner of **Jumpin’ Java Co.**, an Illinois corporation, (herein after “**Tenant**”) and together with Lessor, collectively referred herein as the “Parties”.

WHEREAS, Landlord and Tenant entered in a “Lease Agreement,” date October 25, 2022 (the “**Lease**”), whereby Landlord leased to Tenant certain premises at the Route 59 Train Station, and space in the train depot for three (3) vending machines at the 1090 Route 59, Aurora, Illinois (“Property”); 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. **Term.** The original Lease has a thirty (30) month term was from November 1, 2022 to April 30, 2025. The Parties hereby agree to an additional three (3) year lease, commencing on May 1, 2025 to April 30, 2028.
3. **Fixed Rent.** Tenant covenants and agrees to pay fixed rent in advance of the first (1st) day of each calendar month during the term of the lease and without notice, a some of three hundred forty dollars (\$340.00) a month.
4. **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.
5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have eth same meaning as defined in the Lease.
6. **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.

7. **Binding Effect**. This Amendment will extend to and be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
8. **Counterparts**. 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.
9. **Governing Law**. 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.

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

LANDLORD

City of Aurora,
An Illinois Home Rule
Municipal Corporation

BY: _____
Mayor

Date: _____

ATTEST: _____
Jennifer Stallings, City Clerk

TENANT

Jumpin Java, Co. Inc.
An Illinois Corporation

BY: _____
Jolene Ryan, Owner

Date: _____