

## **FIRST AMENDMENT TO THE LEASE AGREEMENT**

This FIRST AMENDMENT TO THE LEASE AGREEMENT (“**Amendment**”), dated as of the \_\_\_\_ of March, 2026, by and between **The City of Aurora**, an Illinois home rule municipal corporation, (herein after “**Landlord**”) and **FR2 Inc.**, 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 March 28, 2006 (the “**Lease**”), whereby Landlord leased to Tenant certain premises at the Aurora Municipal Airport, identified in the Lease as PARCEL 1 (“**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 had a twenty (20) year term from March 28, 2006 to March 31, 2026. The original lease also contemplated an option to renew the lease for an additional ten (10) year term; however, the Landlord and Tenant fully agree that the renewal option was not timely exercised. The Parties hereby agree to an additional eight (8) month term, commencing on April 1, 2026 to December 31, 2026, for the purpose of giving the Parties time to establish a new Lease.
3. **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.
4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have eth same meaning as defined in the Lease.
5. **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.

6. **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.
7. **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.
8. **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**

**FR2 Inc.**  
An Illinois Corporation

BY: \_\_\_\_\_  
Steve Anderson, Secretary

Date: \_\_\_\_\_