

**FOURTH AMENDMENT TO  
COMMERCIAL LEASE AGREEMENT**

This Fourth Amendment (the "Fourth Amendment") to a Commercial Lease Agreement (the "Lease") is executed on the date last written below, and is by and between DuPage Technology Center, LLC, an Illinois limited liability company, of 100 Bridge Street, Wheaton, Illinois, 60187 ("Landlord") and Community Unit School District 200, of 130 West Park Avenue, Wheaton, Illinois, 60189 ("Tenant" or "CUSD 200," and together with Landlord, the "Parties").

**RECITALS**

WHEREAS, Landlord is the owner of land and improvements commonly known and numbered as 100 Bridge Street, Wheaton, Illinois, and legally described as follows (the "Building"):

Lot 3 in Wheaton Industrial Park, being a subdivision in the East half of Section 17, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 28, 1963, as Document R63-39278, in DuPage County, Illinois; and

WHEREAS, Landlord's predecessor in interest, acting through its agent, RCC-EPS, Inc. (the "Prior Owner"), previously executed a commercial lease agreement with Tenant for the Leased Premises, and that agreement is dated June 8, 2016 (the "Lease"), and is hereby amended by this Fourth Amendment; and

WHEREAS, on August 16, 2018, the Parties executed a first amendment to the Lease, which substituted Landlord as the lessor in place of the Prior Owner; defined additional leased premises for inclusion in the Lease; made certain adjustments to the provisions of the Lease concerning security deposit; specified certain work to be performed respectively by the Parties; and adjusted the provisions of the Lease concerning utilities (the "First Amendment");

WHEREAS, on June 24, 2019, the Parties executed a second amendment to the Lease, which extended the Initial Term of the Lease for three additional years ending June 30, 2022 (the "Renewal Term"); amended the definition of the Leased Premises to include additional portions of the Building; specified the rental fees for the Renewal Term; and made certain other adjustments (the "Second Amendment");

WHEREAS, on July 29, 2020, the Parties executed a third amendment to the Lease, which amended the definition of the Leased Premises to include an additional portion of the building designated as Suite #100 (the "Third Amendment");

WHEREAS, under the Lease, as amended by the First, Second, and Third Amendments, Tenant is in possession of certain portions of the Building, including the Suite 200 Office Area and Learning Center; the Suite #300 Annex; Suite #350; Suite #100; and Tenant shares certain access to Common Space (the "Leased Premises"); and

WHEREAS, Landlord now desires to lease to Tenant and Tenant now desires to lease from Landlord an additional portion of the Building designated as Suite #600, as reflected on Exhibit 1, which is attached and incorporated into this Fourth Amendment by this reference (the "Additional Leased Premises").

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, and intending to be legally bound, the Parties agree as follows:

1. **Effective Date.** This Amendment is executed on the date last written below, and becomes effective on the date last written below (the “Effective Date”).

2. **Lease Documents.** The Lease executed on June 8, 2016, as amended by the First Amendment executed on August 16, 2018, the Second Amendment executed on June 24, 2019, and the Third Amendment executed on July 29, 2020, is hereby incorporated into this Fourth Amendment by this reference, and all defined terms contained in this Fourth Amendment have the same meaning as in the Lease. Collectively, the Lease, as amended by the First Amendment, Second, and Third Amendments, and this Fourth Amendment, shall be defined as the “Amended Lease.” To the extent of any conflict between any one or more of the Lease, the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, this Fourth Amendment shall control, followed by the Third Amendment, followed by the Second Amendment, followed by the First Amendment, followed by the Lease.

3. **Additional Leased Premises.** On the Effective Date of this Fourth Amendment, the description of the Leased Premises as reflected in the Amended Lease and in the exhibits attached to the Amended Lease is amended to include Suite #600 which includes approximately 5,029 square feet and is reflected in the plan view schematic drawing attached to this Fourth Amendment and incorporated herein as Exhibit 1, wherein Suite #600 is marked with blue highlight (the “Additional Leased Premises”).

4. **Term.** The term for the Additional Leased Premises shall commence on the Effective Date of this Fourth Amendment and shall automatically expire on June 30, 2022, subject to the Tenant’s exercise of the option described in Section 5, below (the “Additional Leased Premises Term”).

5. **Tenant’s Option to Extend.** Prior to expiration of the Additional Leased Premises Term, Tenant may elect, in its sole discretion, to extend the Additional Leased Premises Term subject to Tenant’s option to extend the Renewal Term for an additional period of two (2) years, as provided in Section 5 of the Second Amendment.

6. **Rental Fees.** During the Additional Leased Premises Term, Tenant shall pay rent for the Additional Leased Premises to Landlord in the amount of \$5,867 per month (the “Additional Leased Premises Rent”). Such payments shall be due in advance on the first day of each month to Landlord at PO Box 363, Wheaton, IL 60187.

7. **Utilities.** Landlord shall initially pay all charges for water, sewer, gas and electricity used by Tenant on the Leased Premises (“Utilities”) during the Term and any extension thereof, subject to invoicing and reimbursement by Tenant pursuant to the provision of this Section. Reimbursement shall occur on a monthly basis, in arrears. Suite #600 is metered for Utilities, and thus Tenant’s reimbursement for Suite #600 is based on Tenant’s actual usage, as will be reflected in an itemized invoice submitted by Landlord to Tenant on a monthly basis, along with the supporting utility bills for the Building, reflecting Tenant’s prorated portion thereof. Tenant acknowledges that the Leased Premises are designed to provide standard use electrical facilities and standard lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord’s reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Tenant shall procure, install, maintain, and pay for its own telephone and internet services.

8. **No Other Modifications.** Except as provided in this Fourth Amendment and the prior First, Second and Third Amendments, the Lease remains unchanged and in effect.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment to the Lease on the date last written below.

**LANDLORD:**

DuPage Technology Center, LLC

By: \_\_\_\_\_  
Donato Marrello, its Manager

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

**TENANT:**

Community Unit School District 200

By: \_\_\_\_\_  
Brian O’Keeffe,  
Assistant Superintendent for Business  
Operations CUSD 200

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

Attachments:

Exhibit 1: Plan view schematic of Suite #600, comprising 5,029 square feet of the Building (the “Additional Leased Premises”).

**EXHIBIT 1**

**SEE ATTACHED**