

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO THE LEASE AGREEMENT** (the "Amendment") is made this \_\_\_ day of March 2015, by and between **BATAVIA ENTERPRISES, INC.**, (LESSOR), whose address for the purpose of this Lease is 140 First Street, Batavia, Illinois 60510, and **MID-VALLEY SPECIAL EDUCATION COOPERATIVE** (LESSEE), whose address for the purpose of this Lease is 1304 Ronzheimer Avenue, St. Charles, Illinois 60174.

### WITNESSETH

**THE LEASE AGREEMENT** by and between **BATAVIA ENTERPRISES, INC.**, LESSOR, and **MID-VALLEY SPECIAL EDUCATION COOPERATIVE**, LESSEE, is hereby amended and restated as follows:

**WHEREAS**, the LESSOR and LESSEE have previously executed that certain Lease Agreement dated June 22, 2012, (the "Lease"), and later amended on February 15<sup>th</sup> 2013, pursuant to the terms of which Tenant leased 2,870 square feet at 210 South Fifth Street, Suite #100, St. Charles, Illinois 60174.

**WHEREAS**, the LESSOR and LESSEE have agreed to make certain modifications to the Lease.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective the date that LESSOR executes this Amendment, the parties agree as follows:

1. **TERM**

The Original Agreement referenced above is due to expire on June 30, 2017. The LESSEE is agreeing extend the term for an additional Three (3) years from the expiration listed above beginning July 1, 2017 and continuing through **June 30, 2020** ("Renewal Term").

2. **RENT**

Base Net rent for the described leased premises is as follows:

LESSEE shall pay to LESSOR, as "net" (base) rent during the term of this lease agreement as follows:

<u>Term</u>	<u>Size</u>	<u>S.F.</u>	<u>Monthly</u>	<u>Annual</u>
July 01, 2017 – June 30, 2018	2,870	\$8.85	\$2,116.63	\$25,399.56
July 01, 2015 – June 30, 2019	2,870	\$9.15	\$2,188.38	\$26,260.56
July 01, 2016 – June 30, 2020	2,870	\$9.44	\$2,257.73	\$27,092.76

**SECOND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN BATAVIA  
ENTERPRISES, INC., LESSOR, AND MID-VALLEY SPECIAL EDUCATION  
COOPERATIVE, LESSEE**

LESSEE hereby agrees to pay each monthly rental installment by check payable to Batavia Enterprises, Inc. 140 First Street, Batavia, IL 60510 on or before the first day of each month, in advance for the duration of this lease. If the rent is not received by the Batavia Enterprises, Inc. office by the 5th day of the month in which it is due a 10% Late Charge, assessed on all rent, charges for taxes, insurance and/or "CAM" and Late Charges owed by LESSEE will become due and payable. If the rental payment is not yet received by the Batavia Enterprises, Inc. office by the 15th day of the month in which it is due an additional 10% Late Charge assessed on all rent, charges for taxes, insurance, and/or "CAM" and Late Charges owed by LESSEE will become due and payable and the matter will be referred to the LESSOR'S Legal Department for necessary action. The fee for returned checks or NSF fee will be \$50.00 per occurrence.

**3A. NO RENT DEDUCTION OR SET OFF**

LESSEE'S covenant to pay rent is and shall be independent of each and every other covenant of this lease. LESSEE agrees that any claim by LESSEE against LESSOR shall not be deducted from rent nor set off against any claim for rent in any action.

**4. IMPROVEMENTS BY LESSOR**

LESSOR agrees to reimburse LESSEE the lesser of 50% of the cost of installing a Savaria Delta Commercial Inclined Platform lift with a 660 LB capacity or \$10,577.50 within 30 days receipt of written invoice and all final lien waivers for the work performed by LESSEE.

**All of the terms and provisions of the Original Lease, any lease amendments except as herein modified, are to remain in full force and effect and are made a part of this Renewal Agreement.**

Please sign in the space so designated below to signify your acceptance of this Second Amendment to Lease Agreement, and return to us within three days for our signature.

It is a pleasure to have you as a customer with us, and we wish you success with your business.

**APPROVED & ACCEPTED:**

**LESSEE**

**LESSOR**

**MID-VALLEY SPECIAL EDUCATION  
COOPERATIVE**

**BATAVIA ENTERPRISES, INC.**

BY: \_\_\_\_\_  
Carla Cumblad  
Executive Director

BY: \_\_\_\_\_  
Austin Dempsey, Vice President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Lessor's Initials

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\_\_\_\_\_  
Lessee's Initials

**SECOND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN BATAVIA  
ENTERPRISES, INC., LESSOR, AND MID-VALLEY SPECIAL EDUCATION  
COOPERATIVE, LESSEE**

**EXHIBIT "A"**

**RENT SCHEDULE**

<u>MONTHS</u>	<u>SIZE</u>	<u>PER SF</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
July 01, 2017 – June 30, 2018	2,870	\$8.85	\$2,116.63	\$25,399.56
July 01, 2018 – June 30, 2019	2,870	\$9.15	\$2,188.38	\$26,260.56
July 01, 2019 – June 30, 2020	2,870	\$9.44	\$2,257.73	\$27,092.76

**UTILITY USAGE FEES**

<u>MONTHS</u>	<u>SIZE</u>	<u>PER SF</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
July 01, 2017 – June 30, 2018	2,870	\$.46	\$110.00	\$1,320.00
July 01, 2018 – June 30, 2019	2,870	\$.46	\$110.00	\$1,320.00
July 01, 2019 – June 30, 2020	2,870	\$.46	\$110.00	\$1,320.00

**NNN'S SCHEDULE**

**(Estimated Figures from 2011 Actual Billings)\*\*  
(LESSEE's proportionate share of the Rentable Area is 21.27%)**

<u>MONTHS</u>	<u>SIZE</u>	<u>CHARGE</u>	<u>PER SF</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
July 01, 2017 – June 30, 2018	2,870	Taxes	\$2.08	\$497.47	\$ 5,969.60
July 01, 2018 – June 30, 2019	2,870	Insurance	\$0.61	\$145.89	\$1,750.70
July 01, 2019 – June 30, 2020	2,870	CAM	<u>\$1.91</u>	<u>\$456.81</u>	<u>\$5,481.70</u>
		<b>TOTAL</b>	<b>\$4.60*</b>	<b>\$1,100.17</b>	<b>\$13,202.00</b>

\* The NNN's are reconciled once a year approximately in May for the previous year. Lessor reserves the right to change these figures at any time throughout the year due to increases in actual expenses

\*\*Estimated figures are rounded figures.

Total Rent, NNN Charges and Utility Fees due by July 1, 2017 and each month during the Lease Term: **\$3,326.80\*\*\***

\*\*\* Estimated NNN charges due to change approximately once a year after a yearly review, which will effect this amount as well as the rent step-ups listed above. The above referenced figures are rounded figures.