

## **SIXTH AMENDMENT TO LEASE AGREEMENT**

This Sixth Amendment to Lease Agreement (this “**Amendment**”) is executed as of March 25th, 2025, between TGA PARK 88 LLC, a Delaware limited liability company (“**Landlord**”), and COUNTY OF DUPAGE (“**Tenant**”).

### **RECITALS:**

- A. Landlord and Tenant are party to that certain Lease Agreement dated July 11, 2006 (the “**Original Lease**”). The Original Lease, as amended by a First Amendment dated January 9, 2007, a Second Amendment to Lease dated May 24, 2011, a Third Amendment to Lease dated September 11, 2014, a Fourth Amendment to Lease Agreement dated November 21, 2019, and a Fifth Amendment to Lease Agreement dated June 28, 2022, is referred to herein as the “**Lease**”. Pursuant to the terms of the Lease, Tenant is currently leasing Suite A, consisting of approximately 28,414 square feet (the “**Premises**”), in the building located at 2580 Diehl Road, Aurora, Illinois (the “**Building**”). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.
- B. Tenant desires to extend the Lease Term for a period of forty-eight (48) months, and Landlord has agreed to such extension on the terms and conditions contained herein.

### **AGREEMENTS:**

For valuable consideration, whose receipt and sufficiency are acknowledged, Landlord and Tenant agree as follows:

1. **Extension of Lease Term.** The Lease Term is hereby extended for a period of forty-eight (48) months, such that it expires at 5:00 p.m., Aurora, Illinois time, on July 31, 2029 (the “**Expiration Date**”), on the terms and conditions of the Lease, as modified hereby.
2. **Base Rent.** Beginning August 1, 2025 (the “**Renewal Date**”), the Base Rent shall be the following amounts for the following periods of time:

<b><u>From:</u></b>	<b><u>To:</u></b>	<b><u>Annual Base Rent/SF</u></b>	<b><u>Monthly Installment of Base Rent:</u></b>
8/1/2025	7/31/2026	\$9.25	\$21,902.46
8/1/2026	7/31/2027	\$9.62	\$22,778.56
8/1/2027	7/31/2028	\$10.00	\$23,689.70
8/1/2028	7/31/2029	\$10.40	\$24,637.29

3. **Condition of Premises.** TENANT ACKNOWLEDGES THAT TENANT CURRENTLY OCCUPIES THE PREMISES AND TENANT HEREBY ACCEPTS THE PREMISES, THE BUILDING, AND THE PROPERTY (INCLUDING THE SUITABILITY OF THE PREMISES FOR THE USE PERMITTED UNDER THE LEASE) IN “AS IS” CONDITION WITH ANY AND ALL FAULTS AND LATENT OR PATENT DEFECTS AND WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) OF LANDLORD OR ANY

REPRESENTATIVE OF LANDLORD. LANDLORD HAS NOT MADE AND DOES NOT HEREBY MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES AND ITS CONDITION (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING QUALITY OF CONSTRUCTION, STATE OF REPAIR, WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE) AND TENANT HAS NOT RELIED ON ANY SUCH REPRESENTATIONS OR WARRANTIES. Landlord shall not be required to perform any leasehold improvements or provide any improvement allowance in connection with this Amendment, except as set forth on **Exhibit A** attached hereto and made a part hereof.

4. **Confidentiality.** Tenant acknowledges the terms and conditions of the Lease (as amended hereby) are to remain confidential for Landlord's benefit and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent, or unless disclosure is required by applicable law or court order. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

5. **Options.** All option rights granted to Tenant, if any, contained in the Lease, including, without limitation, options to extend or renew the term of the Lease or to expand the Premises or to terminate the Lease, are hereby deleted and are of no force and effect.

6. **Brokerage.** Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment other than Cushman & Wakefield, representing Landlord, whose commission shall be paid by Landlord pursuant to a separate written agreement. To the extent permitted by applicable law, Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party. Nothing contained herein shall be construed as prohibiting Tenant, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The indemnitor shall likewise be liable for the reasonable and actual cost, fees and expenses incurred in Tenant's or Landlord's defense of any such claims, actions, or suits. Nothing contained herein shall constitute a waiver of Tenant's defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification.

7. **Prohibited Persons and Transactions.** Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Lease Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Assets Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

8. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, (b) Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant, and (c) except as expressly provided for in this Amendment, all tenant finish-work allowances provided to

Tenant under the Lease or otherwise, if any, have been paid in full by Landlord to Tenant, and Landlord has no further obligations with respect thereto.

9. **No Representations.** Each of the parties to this Amendment has executed same relying solely on its own judgment with the benefit of the advice of its attorneys or brokers (or having decided to proceed without the benefit of the advice of its own attorneys or brokers), and each party hereby disclaims reliance upon any statement or representation of the other party or any agent of such other party unless such statement or representation is expressly set forth in this Amendment.

10. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State in which the Premises are located.

11. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

12. **Electronic Signatures.** This Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, "electronic signature" shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature.

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This Amendment shall be deemed executed as of the date first written above.

**LANDLORD:**

**TGA PARK 88 LLC,**  
a Delaware limited liability company

By: Nuveen Alternatives Advisors LLC,  
a Delaware limited liability company,  
its manager

By: \_\_\_\_\_  
Name: Michael Swink  
Title: \_\_\_\_\_

**TENANT:**

**COUNTY OF DUPAGE**

By: \_\_\_\_\_  
Name: Deborah A. Conroy, Chair  
Title: DuPage County Board

By: \_\_\_\_\_  
Name: Jean Kaczmarek  
Title: DuPage County Clerk

## **EXHIBIT A**

### **WORK AGREEMENT**

1. **Acceptance of Premises.** Except as set forth in this Exhibit, Tenant accepts the Premises in their "**AS-IS**" condition on the date that this Amendment is entered into.

2. **Scope of Work.** Tenant shall perform the following improvements within the Premises (the "**Work**"):

- (a) Repaint the office portion of the Premises and replace the carpet in the office portion of the Premises;
- (b) Upgrade the lighting in the warehouse portion of the Premises;
- (c) Temporarily cover the windows serving the Premises;
- (d) Install one (1) ceiling fan in the warehouse portion of the Premises; and
- (e) Repair the HVAC equipment serving the Premises.

3. **Contractors; Performance of Work.** The Work shall be performed only by licensed contractors and subcontractors approved in writing by Landlord, which approval shall not be unreasonably withheld. All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as Landlord may reasonably require. Certificates of such insurance, with paid receipts therefor, must be received by Landlord before the Work is commenced. The Work shall be performed in a good and workmanlike manner free of defects and shall be performed in such a manner and at such times as and not to interfere with or delay Landlord's other contractors, the operation of the Building, and the occupancy thereof by other tenants. All contractors and subcontractors shall contact Landlord and schedule time periods during which they may use Building facilities in connection with the Work.

4. **All Construction Contracts.** Unless otherwise agreed in writing by Landlord and Tenant, each of Tenant's construction contracts shall: (a) provide a schedule and sequence of construction activities and completion reasonably acceptable to Landlord, (b) contain a one-year warranty for all defective Work, (c) require the contractor and each subcontractor to name Landlord, Landlord's property management company, Landlord's asset management company, and Tenant as additional insured on such contractor's insurance maintained in connection with the construction of the Work, (d) be assignable following an event of default by Tenant under the Lease to Landlord and Landlord's mortgagees, and (e) contain a requirement that the contractor is responsible for daily cleanup work and final clean up (including removal of debris).

5. **Change Orders.** Tenant may initiate changes in the Work. Each such change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed; however, if such requested change would adversely affect (in the reasonable discretion of Landlord) (a) the Building's structure or the Building's systems (including the Building's mechanical rooms), (b) the exterior appearance of the Building, or (c) the appearance of the Building's common areas, Landlord may withhold its consent in its sole and absolute discretion. Tenant shall, upon completion of the Work, furnish Landlord with an accurate architectural "as-built" plan of the Work as constructed, which plan shall be incorporated into this Exhibit by this reference for all purposes. If Tenant requests

any changes to the Work, then such increased costs and any additional design costs incurred in connection therewith as the result of any such change shall be added to the Total Construction Costs.

6. **Walk-Through; Punchlist.** When Tenant considers the Work in the Premises to be substantially completed, Tenant will notify Landlord and within three business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Tenant shall use reasonable efforts to cause the contractor performing the Work to complete all punchlist items within 30 days after agreement thereon.

7. **Excess Costs.** The entire cost of performing the Work (including design of and space planning for the Work and preparation of any drawings and the final "as-built" plan of the Work, costs of construction labor and materials, electrical usage during construction, additional janitorial services, general tenant signage, related taxes and insurance costs, licenses, permits, certifications, surveys and other approvals required by law, and the construction supervision fee referenced in Section 9 of this Exhibit, all of which costs are herein collectively called the "**Total Construction Costs**") in excess of the Construction Allowance (hereinafter defined) shall be paid by Tenant. Upon selection of a contractor, Tenant shall promptly execute a work order agreement that itemizes the Total Construction Costs and sets forth the Construction Allowance.

8. **Construction Allowance.** Landlord shall provide to Tenant a construction allowance not to exceed \$56,828.00 (the "**Construction Allowance**") to be applied toward the Total Construction Costs, as adjusted for any changes to the Work. No advance of the Construction Allowance shall be made by Landlord until Tenant has first paid to the contractor from its own funds (and provided reasonable evidence thereof to Landlord) the anticipated amount by which the projected Total Construction Costs exceed the amount of the Construction Allowance. Thereafter, Landlord shall pay to Tenant the Construction Allowance in one disbursement following the receipt by Landlord of the following items: (a) a request for payment, (b) the Work is completed, and (c) final lien waivers from all persons performing work or supplying or fabricating materials for the Work, fully executed, acknowledged and in recordable form (collectively, the "**Completed Application for Payment**"). Landlord shall pay the amount requested in the Completed Application for Payment to Tenant within 30 days following Tenant's submission of the Completed Application for Payment. If, however, the Completed Application for Payment is incomplete or incorrect, Landlord's payment of such request shall be deferred until 30 days following Landlord's receipt of the Completed Application for Payment. Notwithstanding anything to the contrary contained in this Exhibit, Landlord shall not be obligated to make any disbursement of the Construction Allowance during the pendency of any of the following: (A) Landlord has received written notice of any unpaid claims relating to any portion of the Work or materials in connection therewith, other than claims which will be paid in full from such disbursement, (B) there is an unbonded lien outstanding against the Building or the Premises or Tenant's interest therein by reason of work done, or claimed to have been done, or materials supplied or specifically fabricated, claimed to have been supplied or specifically fabricated, to or for Tenant or the Premises, (C) the conditions to the advance of the Construction Allowance are not satisfied, or (D) an event of default by Tenant exists. The Construction Allowance must be used (that is, the Work must be fully complete and the Construction Allowance disbursed) within six months following the Renewal Date or shall be deemed forfeited with no further obligation by Landlord with respect thereto, time being of the essence with respect thereto.

9. **Construction Management.** Landlord or its affiliate or agent shall supervise the Work and coordinate the relationship between the Work, the Building and the Building's systems. In consideration for Landlord's construction supervision services, Tenant shall pay to Landlord a construction supervision fee equal to one percent of the Total Construction Costs.