

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "First Amendment") is made as of the 18th day of April, 2016, by and between EMPIRE PLAZA, L.L.C., an Illinois limited liability company ("Lessor" or "Landlord"), and FIRST CENTENNIAL MORTGAGE CORPORATION, an Illinois corporation ("Lessee" or "Tenant").

RECITALS:

A. Landlord and Tenant entered into an Office Building Lease (the "Original Lease") dated as of February 14, 2012, whereby Landlord leased to Tenant certain premises consisting of approximately 5,061 square feet commonly known as Commerce Place of Lisle, 1500 Eisenhower Lane, Building C, Unit 200, Lisle, Illinois (the "Original Premises").

B. Landlord and Tenant extended the Term of the Lease by letter dated July 11, 2013 (the "Letter").

C. Tenant now desires to reduce the size of the Original Premises and further extend the Lease and Landlord is willing to reduce the size of the Original Premises and to extend the Lease, upon the terms and conditions set forth below.

D. The Original Lease, as amended by the Letter and this First Amendment, are hereinafter referred to collectively as the "Lease."

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **DEFINITIONS.** Each capitalized term used in this First Amendment shall have the same meaning as is ascribed to such capitalized term in the Lease, unless otherwise provided for herein.

3. **REDUCTION OF SPACE.** Provided Tenant is not in default hereunder, effective May 1, 2016, the Original Premises is hereby reduced to 2,030 square feet as set forth on Exhibit A attached hereto and incorporated herein, commonly known as Commerce Place of Lisle, 1500 Eisenhower Lane, Building C, Unit 200A, Lisle, Illinois (the "Remainder Premises" or "Premises"). (The square footage for the Remainder Premises equals the square footage of Suite 200A of 1,890 square feet, plus 140 square feet of the shared space depicted on Exhibit A, based on Tenant's proportionate share of 40.11%, for a total of 2,030 square feet.)

4. **EXTENSION TERM.** Provided the Tenant is not in default under the Lease, then the term of the Lease shall be extended for a period of five (5) years commencing May 1, 2016 and terminating on April 30, 2021 (the "Extension Term").

5. **EXTENSION TERM BASE RENT.** Effective on May 1, 2016, Tenant shall pay Base Rent for the Premises in the following amounts for the following periods:

| <u>Lease Period</u> | <u>Rate Per Square Foot</u> | <u>Base Monthly Rent</u> | <u>Annual Base Rent</u> |
|----------------------------|--|---------------------------------|--------------------------------|
| 5/1/16-8/31/16 | 0 | 0 | 0 |
| 9/1/16-4/30/17 | \$13.75 | \$2,326.04 | \$18,608.32* |
| 5/1/17-4/30/18 | \$14.16 | \$2,395.40 | \$28,744.80 |
| 5/1/18-4/30/19 | \$14.58 | \$2,466.45 | \$29,597.40 |
| 5/1/19-4/30/20 | \$15.02 | \$2,540.88 | \$30,490.56 |
| 5/1/20-4/30/21 | \$15.47 | \$2,617.01 | \$31,404.12 |

*8 months

6. **TRIPLE NET.** Nothing herein shall be so construed to affect the obligations of Tenant to pay its percentage share of Common Area Charges, Real Estate Taxes, Operating Expenses and other amounts due under the Lease (collectively, "Additional Rent"), all of which, together with Base Rent, are deemed Rent.

7. **CONTINUED OCCUPANCY BY TENANT PRIOR TO COMMENCEMENT OF TERM.** Landlord shall permit Tenant to remain in the Original Premises prior to May 1, 2016, and to prepare the Remainder Premises for Tenant's phone, data and communication lines and equipment. Tenant covenants and agrees that it will:

(a) work in harmony with Landlord and Landlord's agents, contractors, workmen, mechanics and suppliers;

(b) obtain in advance Landlord's approval of the contractors proposed to be used by Tenant and depositing with Landlord in advance of any work, the general contractor's affidavit for the proposed work and waivers of lien from the general contractor and all subcontractors and suppliers of material; and

(c) furnish Landlord with such insurance from its contractors as Landlord may require.

Tenant shall protect, defend, indemnify and save harmless Landlord from all liabilities, costs, damages, fees and expenses arising out of the activities of Tenant or its agents, contractors, suppliers or workmen in the Remainder Premises, but not from the conduct by Landlord of Landlord's Work (as hereinafter defined).

8. IMPROVEMENTS/CONDITION OF PREMISES. Landlord, at Landlord's sole cost and expense, shall install the demising wall and related installations (such as for example, carpet patching, replacement ceiling tiles, painting and cleaning, as necessary), using building standard materials ("Landlord's Work"), as designated on the Floor Plan attached hereto as Exhibit B and incorporated herein by reference. Except as aforesaid, no promises of Landlord to alter, remodel, improve, repair, decorate or clean the Remainder Premises or any part thereof have been made, and no representation respecting the condition of the Remainder Premises (or the building it is a part of) has been made to Tenant, by or on behalf of Landlord. Tenant shall accept the Premises in its "AS IS WHERE IS" condition as of the date hereof. Without limiting the foregoing, as of the date hereof:

a. The Tenant claims no offsets, setoffs, rebates, concessions, abatements, free rent, credits, deductions or defenses with respect to any Rent payable under the Lease.

b. Except as aforesaid in this Section 8, all conditions and obligations of Landlord relating to tenant improvements have to Tenant's knowledge been satisfied or performed and to Tenant's knowledge all other conditions and obligations under the Lease to be satisfied or performed, or to have been satisfied or performed, by Landlord as of the date hereof have been fully satisfied or performed.

c. There exists no defense to, or right of setoff against, enforcement of the Lease by Landlord. To Tenant's knowledge, neither Landlord nor Tenant is in default under the Lease, and to Tenant's knowledge no event has occurred which, with the giving of notice or passage of time, or both, could result in such a default.

9. PERCENTAGE INTEREST. Effective May 1, 2016, Tenant's Building Percentage shall be 7.40% (40.11% of 18.44%).

10. OPTION TO EXTEND. Tenant shall have an option to further extend the Term of the Lease with respect to all (but not less than all) of the Remainder Premises as of the expiration date of the term as extended by this First Amendment, for one (1) additional, five (5) year term (the "Option Term"), upon the following terms and conditions:

(i) Tenant gives Landlord written notice of Tenant's election to exercise the Option not later than twelve (12) months prior to the expiration date of the Term.

(ii) Tenant submits current financial statements of Tenant to Landlord concurrently with Tenant's notice of exercising such Option and such financial statements are reasonably satisfactory to Landlord; and

(iii) Tenant is not in default under the Lease, either on the date Tenant exercises the Option or on the expiration date of the Term, and this Lease is in full force and effect on the date on which Tenant exercises the Option and on the proposed commencement date of the Option Term.

(a) Terms. If Tenant timely and properly exercises such Option Term:

(i) The Base Rent payable for each year of the Option Term shall be at the then Market Rate of Base Rent for the Premises as reasonably determined by Landlord.

(ii) Tenant shall have no further option to extend the Term of this Lease beyond the expiration date of the Option Term.

(iii) Landlord shall not be obligated to perform any leasehold improvement work in the Premises or give Tenant any allowance for any such work or any other purposes during the Option Term.

(iv) Except for the rate of Base Rent and except as otherwise provided herein, all of the terms and provisions of the Lease shall remain the same and in full force and effect during the Option Term.

(b) Amendment. If Tenant exercises the Option To Extend, Landlord and Tenant shall execute and deliver an amendment to the Lease reflecting the lease of the Remainder Premises by Landlord to Tenant for the Option Term on the terms provided above, which amendment shall be executed and delivered within thirty (30) days after Tenant exercises the Option To Extend.

(c) Termination. The Option To Extend shall automatically terminate and become null and void upon the earlier to occur of (1) the expiration or termination of this Lease, (2) the termination of Tenant's right to possession of all or any part of the Remainder Premises, (3) the sublease by Tenant of all or any part of the Remainder Premises, or (4) the failure of Tenant to timely or properly exercise the Option To Extend.

11. **BROKER.** Tenant and Landlord represent that except for Millenium Properties R/E (the "Broker"), neither party has dealt with any real estate broker, salesperson or finder in connection with this First Amendment, and no such person initiated or participated in the negotiation of this First Amendment. Tenant agrees to indemnify, defend and hold Landlord, its property manager and their respective employees harmless from and against all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising from either (i) a claim for a fee or commission made by any broker, other than the Broker, claiming to have acted by or on behalf of Tenant in connection with this First Amendment, or (ii) a claim of, or right to, lien under the statutes of Illinois relating to real estate broker liens, if any, with respect to any such broker retained by Tenant. Landlord agrees to indemnify, defend and hold Tenant harmless from and against all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising

from either (i) a claim for a fee or commission made by any broker, including the Broker, claiming to have acted by or on behalf of Landlord in connection with this First Amendment, or (ii) a claim of, or right to, lien under the statutes of Illinois relating to real estate broker liens with respect to any such broker retained by Landlord. Landlord agrees to pay all commissions, if any, due to the Broker in connection with this First Amendment in accordance with a separate agreement with the Broker.

12. MISCELLANEOUS.

- (a) The subsection A of Section 15 of the Original Lease is deleted in its entirety and the following substituted therefor:

Lessee shall contract directly with the public utilities furnishing utilities (such as telephone) which are separately metered to the Leased Premises, and shall pay such utility providers directly and promptly when due. If any utility is not separately metered to the Leased Premises, the cost of such utility consumed on the Property, as reasonably determined by Lessor, shall be included within the Common Area Charges, of which Lessee shall pay Lessee's Percentage. Lessee acknowledges that the water meter that meters the water to be used on the Leased Premises and the electric meter that meters the electricity used on the Leased Premises also meter water and electricity used by other tenants in the Building. Lessor represents and warrants that the tenants presently being served by such meters use water for domestic purposes only (i.e. washrooms and employee lunchrooms) and that during the term of this Lease no additional tenants other than tenants who will use water for domestic purposes only will be connected to such meter. Lessor agrees that if any of the tenants who are connected to such meter shall at any future date commence to use material quantities of water in the Building for other than domestic purposes, Lessor will disconnect such tenant from said meter and install a separate meter for such tenant. Each monthly bill shall be prorated between the tenants whose water and electric use is charged through a common meter on the basis of their relative Lessee's Percentages.

- (b) Section 35 of the Original Lease is deleted in its entirety.

13. CONDITIONAL ABATEMENT OF BASE RENT. Provided that Tenant is not in default beyond any applicable notice and cure period under the Lease, the Base Rent shall abate for the period commencing on May 1, 2016 and ending August 31, 2016 (the "Abatement Period"). If Tenant is in default under the Lease beyond any applicable notice and cure period for any time prior to, during or after the Abatement Period, then all Base Rent so abated shall become due upon demand by Landlord.

14. BINDING EFFECT. The Lease, as amended hereby, is ratified, confirmed and shall continue in full force and effect, as if fully set forth herein, subject to the terms and provisions thereof and hereof. In the event of any conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First

Amendment shall control. This First Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.

15. **SUBMISSION.** Submission of this First Amendment by Landlord to Tenant for examination and/or execution shall not in any manner bind Landlord and no obligations on Landlord shall arise under this First Amendment unless and until this First Amendment is fully signed and delivered by Landlord and Tenant.

16. **COUNTERPARTS.** This First Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

17. **GOVERNING LAW.** This First Amendment is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respect by the statutes, laws and decisions of the State of Illinois.

18. **ENTIRE AGREEMENT.** The entire agreement of the parties is set forth in this First Amendment and in the Lease as hereby amended. No prior agreement or understanding with respect to the Lease and this First Amendment shall be valid or of any force or effect.

19. **NO PERSONAL LIABILITY.** This First Amendment is executed by the undersigned Landlord and/or its authorized agent, if any, not personally, but solely as Landlord or its authorized agent, and it is expressly understood and agreed by the parties hereto, anything contained herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Landlord, individually, but are made and intended only to bind Landlord's interest in the Premises and the Building, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against said Landlord or any manager, member, partner, officer, director, shareholder or agent thereof, or under any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied; all such personal liability, if any, being and is expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. Landlord and Tenant hereby represent, each to the other, they have the power and authority to enter into this First Amendment.

[Signature page to follow on next page.]

IN WITNESS WHEREOF, this First Amendment is executed as of the day and year aforesaid.

LANDLORD:

TENANT:

EMPIRE PLAZA, L.L.C.

FIRST CENTENNIAL MORTGAGE
CORPORATION

By: _____

By:  _____

Its: _____

Its: *President* _____

Date: _____

Date: *4/15/2016* _____

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of EMPIRE PLAZA, L.L.C., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, _____ signed and delivered the said instrument as _____ free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

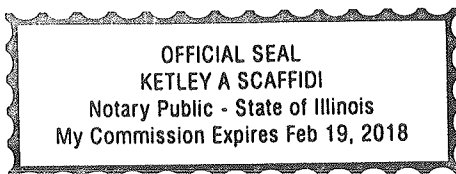
Given under my hand and official seal, this _____ day of _____, 2016.

_____(Notary Public)

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEVEN MCCORMICK, personally known to me to be the PRESIDENT of FIRST CENTENNIAL MORTGAGE CORPORATION, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, _____ signed and delivered the said instrument as _____ free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of April, 2016.



Ketley A. Scaffidi (Notary Public)

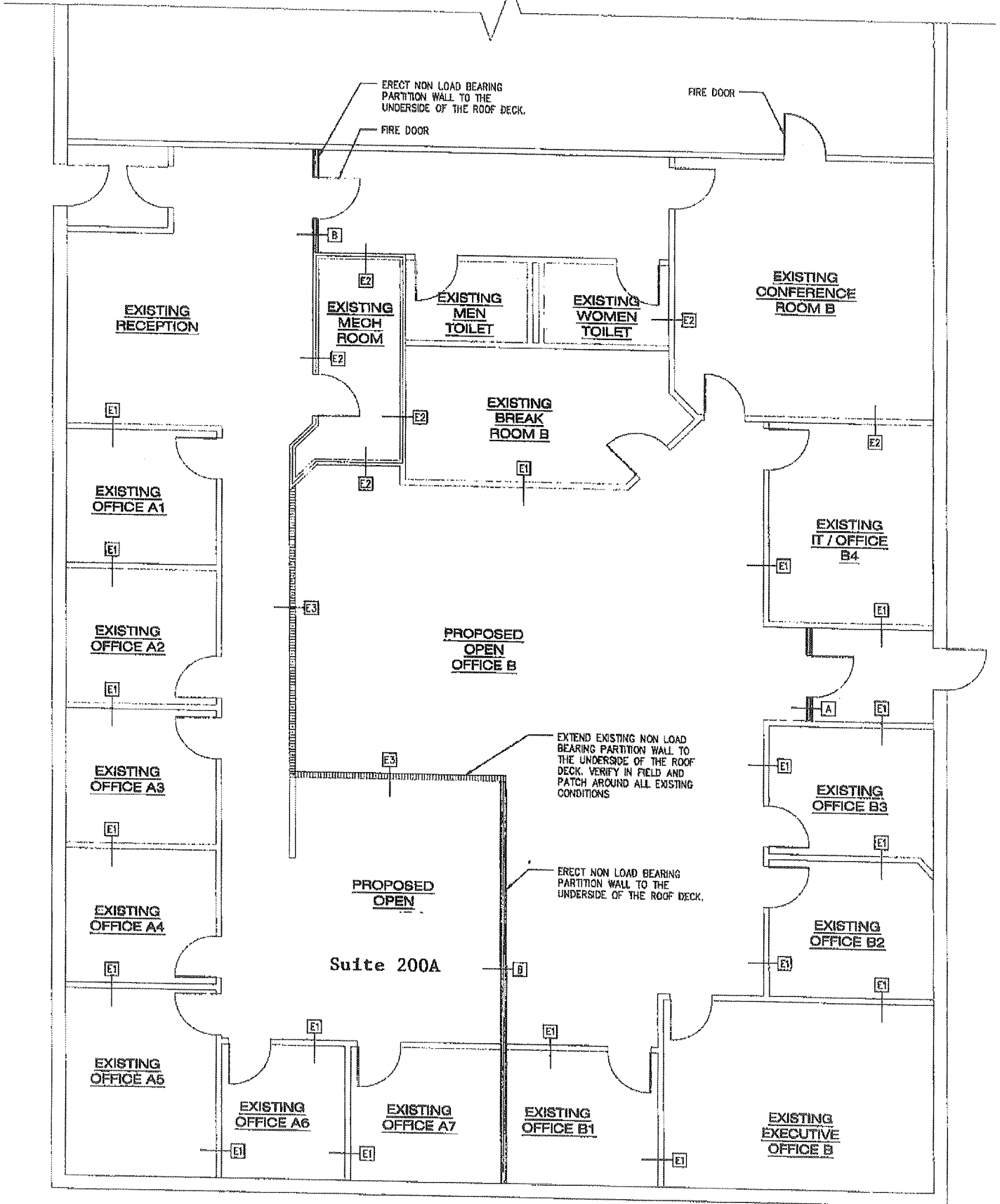
EXHIBIT A

REMAINDER PREMISES

EXHIBIT B

FLOOR PLAN

EXHIBIT A

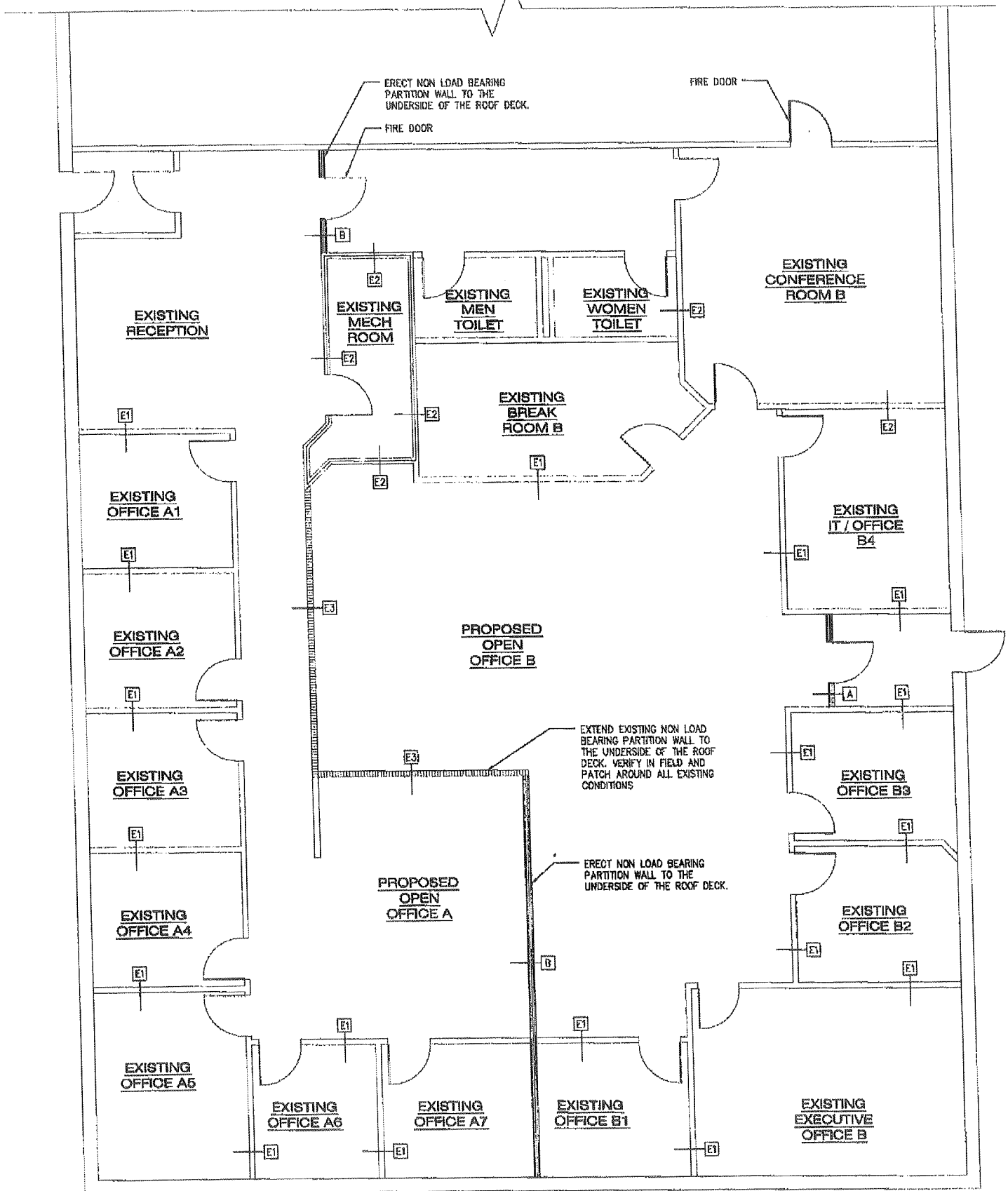


PROPOSED 2 TENANT SPACES

SCALE: 3/16" = 1'-0"



EXHIBIT B



PROPOSED 2 TENANT SPACES

SCALE: 3/16" = 1'-0"

