

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "First Amendment") is made as of the 11th day of March, 2019, by and between EMPIRE PLAZA, LLC, an Illinois limited liability company ("Landlord" or "Lessor"), and ITG TRANSPORTATION SERVICES, INC., an Illinois corporation ("Tenant" or "Lessee").

RECITALS:

A. Landlord and Tenant entered into a Office Building Lease (the "Original Lease") dated as of April 26, 2016, whereby Landlord leased to Tenant certain premises consisting of approximately 3,031 square feet and commonly known as Commerce Place of Lisle, 1500 Eisenhower Lane, Building C, Unit 200B, Lisle, Illinois (the "Premises" or the "Leased Premises").

B. Landlord and Tenant entered into a Commencement Date Agreement (the "Commencement Date Agreement") dated October 1, 2016, where among other things, the parties agreed to the Term of the Lease commencing November 1, 2016 and ending October 31, 2019.

C. The Original Lease, as amended by the Commencement Date Agreement 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. **EXTENSION TERM.** The term of the Lease for the Premises shall be extended for a period of 24 months (the "First Extension Term") through and including October 31, 2021.

4. **EXTENSION TERM BASE RENT.** Tenant shall pay Base Rent for the Current Premises during the First Extension Term in the following amounts for the following periods:

<u>Lease Period</u>	<u>Rate Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
11/01/19 - 10/31/20	14.50	3,662.46	43,949.52
11/01/20 - 10/31/21	14.75	3,725.60	44,707.20

5. **CONDITION OF PREMISES/NO REPRESENTATIONS/NO CLAIMS.** Tenant acknowledges and agrees that no promises of Landlord to alter, remodel, improve, repair, decorate or clean the Premises or any part thereof have been made, and no representation

respecting the condition of the Premises or the Building has been made to Tenant by or on behalf of Landlord. Tenant accepts the Premises in its "as is" condition. Without limiting the foregoing:

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. All conditions and obligations of Landlord relating to tenant improvements have been satisfied or performed and 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. Neither Landlord nor Tenant is in default under the Lease, and no event has occurred which, with the giving of notice or passage of time, or both, could result in such a default.

6. **TRIPLE NET.** Nothing herein shall be so construed to affect the obligations of Tenant to pay Additional Rent due under the Lease, all of which, together with Base Rent, are deemed Rent.

7. **MISCELLANEOUS.** Section 2 of the Original Lease is deleted in its entirety.

8. **BROKER.** Tenant and Landlord represent that 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 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 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.

9. **NO PERSONAL LIABILITY.** This First Amendment is executed by the undersigned Landlord, not personally, but solely as Landlord, 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 no personal liability or personal responsibility is assumed by, nor shall at any time



be asserted or enforced against, said Landlord or any partner, manager, member, 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

[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, LLC

ITG TRANSPORTATION SERVICES, INC.

By:  _____

By:  _____

John Kopp Sr

Its: MANAGER

Its: Controller Secretary Treasurer

Date: 3/15/19

Date: 3-11-19