

FIRST AMENDMENT TO LEASE/OPTION TO PURCHASE AGREEMENT

This First Amendment to Lease/Option to Purchase Agreement ("First Amendment") is made effective this 4th day of September, 2024 by and between THE CONSERVATION FOUNDATION, an Illinois not-for-profit corporation ("Lessor") and the WHEATON PARK DISTRICT, a body corporate and politic ("Lessee"). Lessor and Lessee are hereafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Lessor and Lessee previously entered into a Lease/Option to Purchase Agreement dated April 14, 2022 (the "Lease") which was set to run for a term of two (2) years, unless extended by the agreement of Lessor and Lessee, for the 0.78-acre vacant real estate located at 906 West Union Avenue, Wheaton, DuPage County, Illinois 60187 (permanent index number 05-17-110-006 (partial) (the "Property"); and

WHEREAS, Lessor and Lessee have agreed to extend the Term of the Lease beyond two (2) years, up through December 31, 2024, under the same Lease terms and at the same rent of \$295.00/month, because Lessee has not yet received the grant funding it needs to purchase the Property from Lessor; and

WHEREAS, Lessor and Lessee desire to document their mutual agreement to the foregoing extension of the Term of the Lease in accordance with the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by both Lessor and Lessee, and in further consideration of the covenants herein set forth, Lessor and Lessee do hereby mutually agree as follows:

1. The recitals set forth above are incorporated into this First Amendment and this First Amendment shall be guided and construed in accordance with said recitals.

2. Section Three (A) of the Lease is hereby modified so that the Term of the Lease shall run through December 31, 2024, unless terminated earlier pursuant to the provisions of the Lease. Throughout the extended term, the terms of the Lease shall remain in full force and effect and the Rent shall remain at \$295.00/month.

3. This First Amendment is hereby incorporated into the Lease, and together with the Lease, contains the entire agreement between the Parties with respect to the subject matter herein, and incorporates all prior negotiations and understandings. There are no agreements, promises, conditions, covenants or understandings, either oral or written, between Lessor and Lessee relating to the subject of this First Amendment except those set forth herein. All terms used as defined terms herein that are not specifically defined by this First Amendment shall have the same meanings as set forth in the Lease.

4. Except as amended herein, all other terms and conditions of the Lease shall remain in full force and effect. If there is any conflict between the terms within this First Amendment and the terms within the Lease, this First Amendment shall supersede and control.

5. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original for all purposes, but, collectively, constitute one and the same First Amendment.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

LESSOR:

THE CONSERVATION FOUNDATION,
an Illinois not-for-profit corporation

BY: Manuel P. Follas

ITS: Dir. of Land Preservation

11 July 2024
Date

LESSEE:

WHEATON PARK DISTRICT,
a body corporate and politic

BY: [Signature]

ITS: Executive Director

4 Sept 2024
Date