

ADDENDUM TO COMMERCIAL LEASE AGREEMENT

THIS ADDENDUM TO COMMERCIAL LEASE AGREEMENT (“Addendum”), made and entered into as of the ___ day of February, 2017 (the “Effective Date”) by and between City of Peoria, Peoria, Illinois (“Lessor”), and Southwind RAS, LLC, Bartlett, Illinois (“Lessee”).

WHEREAS, Lessor and Lessee previously entered into that certain Commercial Lease Agreement (the “Lease”) effective February 28, 2011 and attached hereto as Exhibit “A”; and,

WHEREAS, Landlord and Tenant both desire to amend the Lease consistent with this Addendum.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings described in the Lease, including good and valuable consideration under this Addendum, the receipt and sufficiency of which is hereby expressly acknowledged, the Lessor and Lessee agree as follows:

1. Additional Renewal Terms. Pursuant to the terms and conditions of the Lease, Lessor hereby grants Lessee the right and option to renew the Lease on the same terms and conditions and the same rent in effect during the initial Lease term for one (1) additional two (2) year term with three (3) one (1) year renewals, which renewal term shall expire on February 28, 2022.

2. Expansion of Leased Premises.

- (a) Pursuant to the terms and conditions of the Lease, Lessor hereby agrees to expand the leased premises to include the 4.4 acre “Addition Area” depicted and described on Exhibit “B” attached hereto.
- (b) Lessee shall be responsible for any site cleanup work necessary, in Lessee’s sole discretion, to prepare the Addition Area for Lessee’s occupancy, and shall be responsible for all costs associated therewith.
- (c) Lessee shall pay Lessor at 419 Fulton St, Peoria, Illinois, 61602 or at such other place as the Lessor shall designate from time to time in writing, as rent for the “Additional Area”, the minimum annual sum of \$6,000.00, payable without prior demand and without any setoff or deductions whatsoever, except as expressly provide herein, in equal monthly installments of \$500.00 each in advance on the 15th day of each calendar month, commencing on March 15, 2017 continuing thereafter until said minimum rents shall be paid. Lessee agrees that all rents are to be made so as to be received by Lessor on or before the 20th day of each month.

All other terms and conditions of the Lease are restated and affirmed by Lessor and Lessee as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Commercial Lease Agreement effective as of the date first written above.

LESSOR:

LESSEE:

City of Peoria, a Municipality

Southwind RAS, LLC

By: _____
Signature

By: _____
Manager

Printed Name

Title

ATTEST:

By: _____
Signature

Printed Name

Title

REVIEWED AND APPROVED:

By: _____
Signature

Printed Name

Title