

**Second Amendment to Lease Agreement
(MASTER LEASE)**

This Second Amendment to Lease Agreement ("Second Amendment") between the City of Peoria ("City"), a municipal corporation, and River Station, LLC ("Lessee"), an Illinois limited liability corporation is entered into this _____ day of _____, 2014.

WHEREAS, the City is the owner of certain property at 212 SW Water Street, Peoria, Illinois 61602, commonly referred to as the "Rock Island Depot" (the "Property"); and,

WHEREAS, on August 28, 1979 Chicago Title and Trust Company as Trustee under a Trust Agreement dated July 19, 1979 and known as Trust Number 1075429, as Lessor, and River Station Square Company, an Illinois corporation, as Lessee, entered into a lease agreement regarding the Property ("Lease Agreement"); and

WHEREAS, the City was the successor in interest to Chicago Title and Trust Company as Trustee and Mathers Company, Inc., a Colorado corporation, was the successor in interest to River Station Square Company; and,

WHEREAS, on July 27, 1998 the City and Mathers Company, Inc. agreed to the First Amendment to the Lease Agreement ("First Amendment"); and,

WHEREAS, on November 17, 2000, Mathers Company assigned its interest in the Lease to River Station, LLC and received the consent of the City to so do; and,

WHEREAS, the City and River Station, LLC wish to amend certain terms of the Lease Agreement, as amended by the First Amendment; and

NOW, THEREFORE, the parties hereby agree to the following Second Amendment:

1. Article II is struck in its entirety and replaced with the following language:

"Section 2.1 Rent. The Lessee shall pay the City two dollars and twenty-five cents (\$2.25) per square foot of space subleased. This rent shall not apply to common areas within the property nor to vacant but leasable space. Rent payments are due to the City within fifteen (15) business days of collection by Lessee of rent from sub-lessees.

Section 2.2 Late Payment. Any rent payment not paid to the City when due shall bear interest at the rate of eight percent (8%) per annum from the date payment was due until paid.

Section 2.3 Notification of Sub-Leases. The Lessee shall furnish to the City all sub-leases and renewals with tenants of the Property upon execution.

Section 2.4 Taxes. Lessee is to pay all real estate taxes upon the leased premises."

2. All provisions to the Lease Agreement, as amended, except as noted in Paragraph 1 of this Second Amendment, remain in full force and effect, the terms of which are hereby reaffirmed and incorporated as set forth fully herein.

3. In the event of any conflict between the terms of this Second Amendment and the Lease, as amended, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF PEORIA, a Municipal Corporation

RIVER STATION, LLC, an Illinois Limited Liability Company

By: _____
Its: _____

By: _____
Kermit Huber
Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
Its: _____