

**SECOND AMENDMENT TO THE
AMENDED AND RESTATED LAND LEASE AGREEMENT**

This Second Amendment to the Amended and Restated Land Lease Agreement (“Second Amendment”) entered into as of October 8, 2012 between the CITY OF ROCHELLE, an Illinois municipal corporation (“CITY”) and SKY TEAM, INC., an Illinois corporation (“LESSEE”).

WITNESSETH

THAT WHEREAS, CITY and LESSEE entered into a Land Lease Agreement on April 1, 2011; and

WHEREAS, CITY and LESSEE subsequently entered into an Amended and Restated Land Lease Agreement on June 14, 2011 (“Amended and Restated Lease”); and

WHEREAS, CITY and LESSEE subsequently entered into a First Amendment to the Amended and Restated Land Lease on December 19, 2011; and

WHEREAS, the parties wish to extend the period of time that RVs may be parked on the Premises, and to make other changes necessary to allow LESSEE to extend services related to hosting events for third parties on the Premises;

NOW, THEREFORE, the parties agree to amend the Amended and Restated Lease, as amended, as follows:

1. **Section 5(a) Permitted Uses.** Section 5(a) is amended to read as follows:

Permitted Uses. LESSEE shall use and occupy the Leased Premises and Improvements in conformity with LESSEE’s special use permit for the following uses only: operation of a skydiving business, a hangar to be used for skydiving business purposes **and hosting third party events** only, aircraft sales and leasing, operation of a restaurant and retail store, and operation of an RV park. ~~LESSEE’S sister companies, PROskydiving, Inc. and Sky Team Aviation, Inc. shall be permitted to use the Leased Premises in the same manner as LESSEE.~~ CITY hereby consents to LESSEE’S sublease to Sky Team Aviation, Inc., to provide aviation services to LESSEE and to use the hangar, and the sublease to Guodraw Entertainment, Inc., to operate a bar and grill on the Premises and to host third party events in the hangar. LESSEE

shall not provide any services from the Leased Premises other than those expressly listed in Paragraph 5, without first obtaining the written consent of CITY, which shall not be unreasonably withheld. Any such unpermitted use shall be a default. LESSEE may hire an outside party to provide some temporary service on the Leased Premises for a special event, such as entertainment; provided, however, that LESSEE shall submit a written request two (2) weeks prior to the event to the City Airport Manager for approval, which shall not be unreasonably withheld.

2. **Section 5(c)(iii) Alcohol.** Section 5(c)(iii) is amended to read as follows:

Alcohol. LESSEE shall comply with all applicable laws and ordinances relating to the sale of alcohol on the Leased Premises. The parties agree that the Leased Premises do not constitute public or municipal buildings within the meaning of Section 6-7 of the Rochelle Municipal Code. Notwithstanding the foregoing, LESSEE shall not allow or permit the consumption of alcoholic beverages on the Leased Premises except within the area designated as Courtyard on **Exhibit B** or within any future restaurant for which LESSEE has obtained a liquor license or within the hangar during a third party event when the alcohol is supplied through the restaurant.

3. **Section 5(e)(ii) Ancillary to Primary Business.** Section 5(e)(ii) is amended to read as

follows:

Ancillary to Primary Business. LESSEE expressly understands and agrees that the RV parking privileges are strictly ancillary to LESSEE'S primary business of skydiving and skydiving training. LESSEE shall have no right or privilege to solicit or permit members of the general public not currently engaged in skydiving or skydiving training at Airport to use the Campground facilities provided herein. Further, LESSEE shall not suffer or permit any of its officers, agents or employees to use the Campground facilities as permanent living quarters. LESSEE expressly understands and agrees that the RV parking privileges provided herein are strictly limited to customer-supplied equipment. LESSEE shall have no right or privilege to rent or supply RV or camping equipment to any person for use on the premises or to permit any of its officers, agents or employees to supply RV or camping equipment to any person for use on the premises. Notwithstanding anything in this paragraph to the contrary, LESSEE shall be permitted to use no more than 31— RV spaces for the purpose of storing equipment and housing staff members for a temporary period of time.

4. **Section 5(e)(iv) Prohibitions.** Section 5(e)(iv) is amended to read as follows:

Prohibitions. No ~~RV parking or~~ tent camping will be permitted from November 30 through April 1. With the exception of one (1) fire pit within the courtyard with a design and location approved by CITY, no open flames or fire pits shall be allowed on Leased Premises; provided, however, that one grill per RV space may be used.

5. **Amended and Restated Lease in Full Force and Effect.** Except as expressly amended by this Second Amendment, the terms of the Amended and Restated Lease, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the date first written above.

LESSOR:
CITY OF ROCHELLE, an Illinois municipal corporation

LESSEE:
SKY TEAM, INC., an Illinois corporation

By: _____
David S. Plyman
Its City Manager

By: _____
Douglas Smith
Its President

Attest: _____
Bruce McKinney, City Clerk

Attest: _____
Douglas Smith, Secretary

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EXHIBIT A

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