

**AMENDMENT TO
LIMITED FIXED BASE OPERATOR AGREEMENT
(Rochelle Avionics, Inc.)**

This Amendment to Limited Fixed Base Operator Agreement (“Amendment”) entered into as of November _____, 2012, between the CITY OF ROCHELLE, an Illinois municipal corporation (“City”), and ROCHELLE AVIONICS, INC., an Illinois corporation (“Rochelle Avionics”):

WITNESSETH

THAT WHEREAS, the City and Rochelle Avionics previously entered into a Limited Fixed Base Operator Agreement, dated November 1, 2009 (“Agreement”) for a term ending October 31, 2014, with lease payments for the final three years of the Agreement to be negotiated by October 31, 2011; and

WHEREAS, the Agreement was subsequently amended to extend the period to negotiate a lease payment by one year to October 31, 2012; and

WHEREAS, Section 2 of the Agreement, as amended, provides, in part, “At the end of three years (October 31, 2012), the parties agree to negotiate a lease payment for the remainder of the lease term, based on the square footage of the office and hangar space then occupied by Rochelle Avionics, and to amend this Agreement in writing to reflect the lease payment”; and

WHEREAS, the parties have negotiated pursuant to Section 2 of the Agreement, and have agreed on a lease payment for one year to October 31, 2013, and agree to negotiate the lease payment for the remainder of the lease term at that time;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. **Section 2 Term of Agreement Amended.** Section 2 Term of Agreement is hereby amended to read as follows:

This Agreement shall commence on November 1, 2009, and shall terminate on October 31, 2014, unless extended by agreement of the parties or sooner terminated in accordance with its terms. Any holding over in the absence of an express agreement for an extension shall be on a month-to-month basis. At the end of three years (October 31, 2012), the parties agree to negotiate a lease payment for the remainder of the lease term, based on the square footage of the office and hangar space then occupied by ROCHELLE AVIONICS, and to amend this Agreement in writing to reflect the lease payment. In the event the parties are unable to agree on a lease payment by October 31, 2012, this Agreement may thereafter be terminated by either party on ninety (90) days' prior written notice to the other party.

ROCHELLE AVIONICS shall pay to City \$606.98 on the 1st day of November, 2012, and a like sum on the 1st day of every month thereafter until, and including, April 1, 2013. ROCHELLE AVIONICS shall pay to City \$820.70 on the 1st day of May, 2013, and a like sum on the 1st day of every month thereafter until, and including, October 1, 2013. The parties agree to negotiate a lease payment for the remainder of the lease term, and to amend this Agreement in writing to reflect the lease payment, on or before October 31, 2013. In the event the parties are unable to agree on a lease payment for the remainder of the lease term by October 31, 2013, this Agreement may thereafter be terminated by either party on ninety (90) days' prior written notice to the other party.

2. Agreement in Full Force and Effect. Except as expressly amended by this

Amendment, the terms of the Agreement remain in full force and effect.

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

THE CITY OF ROCHELLE, an Illinois municipal corporation

ROCHELLE AVIONICS, INCORPORATED, an Illinois corporation,

By: _____
DAVID S. PLYMAN, City Manager

By: _____
Its: President

Attest: _____
BRUCE MCKINNEY, City Clerk

Prepared By: Law Offices of Alan H. Cooper, 233 East Route 38, Suite 202, P. O. Box 194, Rochelle, IL 61068 (815) 562-2677

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