

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

This Amendment to Limited Fixed Base Operator Agreement (“Amendment”) entered into as of \_\_\_\_\_, 2011, 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”); and

**WHEREAS**, Section 2 of the Agreement provides, in part, “At the end of two years (October 31, 2011), 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 to extend the determination of a lease payment for one year to October 31, 2012;

**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 ~~two~~three years (October 31, ~~2011~~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, ~~2011~~2012, 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: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Its: President

Attest: \_\_\_\_\_  
City Clerk

Prepared By:

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