

EXHIBIT A TO ORDINANCE

(For Recorder's Use Only)

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FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment To Lease Agreement entered into this 9<sup>th</sup> day of December, 2013, by and between the CITY OF SHAWNEETOWN, ILLINOIS, a municipal corporation, (hereinafter "Lessor") and the SHAWNEETOWN REGIONAL PORT DISTRICT, a Municipal Corporation, (hereinafter "Lessee"), WITNESSETH:

WHEREAS, the Lessor and the Lessee did enter into a Lease on the 9<sup>th</sup> day of September, 1997, (hereinafter the "Lease") wherein the Lessor leased to the Lessee and the Lessee leased from the Lessor certain real estate owned by Lessor, legally described as:

That certain tract of land in the Town of Shawneetown, in Gallatin County, Illinois, as surveyed and platted, pursuant to the provisions of Section 6 of an Act of Congress Entitled "an Act providing for the sale of certain lands in the Indian Territory and for other purposes," approved on April 30, 1810 and an Act of Congress entitled "an Act concerning Shawneetown," approved on March 28, 1814, which lies south of the southerly line of Fifth South Cross Street in the City of Shawneetown, north of the southerly limits of said town of Shawneetown, as so surveyed and platted, and between (a) the easterly boundary line of the State of Illinois and (b) a line extending from the northeasterly corner of In-Lot 1185 to the northeasterly corner of In-Lot 1209, from the northeasterly corner of said In-Lot 1209 to the southeasterly corner of In-Lot 1216, from said southeasterly corner of In-Lot 1216 to the southwesterly corner of said In-Lot 1216, and thence in a southerly direction along a projection of the westerly line of In-Lots 1209 to 1216, both inclusive, to the southerly limits of said Town of Shawneetown (all of said In-Lots being within the limits of Said Town of Shawneetown as surveyed and platted:

for a term ending February 9, 2033, and:

WHEREAS, the Lessor and the Lessee deem it necessary and appropriate to amend the Lease by extending the term thereof and by providing for the amount of rent to be paid during said extended term:

NOW THEREFORE, in consideration of the premises, the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The term of said lease agreement entered into on September 9, 1997 is hereby extended for an additional ten years and shall now end or terminate on February 9, 2043.

2. The "second" paragraph 3 of the Lease, is hereby amended to read as follows:

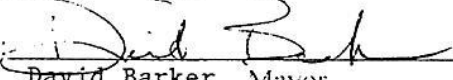
3. Until January 1, 2014, Lessee agrees to pay to Lessor as rent for the said demised premises the sum of ten percent (10%) of all "net profits" earned or realized by Lessee from the use of the said demised premises, but not to exceed the sum of One Thousand Dollars (\$1,000.00) per month. For purposes of this Lease "net profits" shall be defined as the gross receipts received by Lessee from use of the lease premises less all expenses incurred by Lessee in the use of the lease premises. In each month that Lessee pays less than the maximum \$1,000.00 rent, in order to allow Lessor to verify the rent due under this lease, Lessee shall forward to Lessor, together with each month's rent, an itemized accounting setting forth all receipts from the lease premises and all disbursements incurred in the use of the lease premises.

Commencing January 1, 2014 and for the remainder of the term of the Lease, Lessee agrees to pay to Lessor as rent for the said demised premises the sum of twenty-five percent (25%) of all "net profits" as defined hereinabove, realized by Lessee from the use of said demised premises, if any. The \$1,000 maximum monthly rent shall not apply during said period.

3. The parties hereby ratify and reaffirm the Lease dated the 9<sup>th</sup> day of September, 1997 and the Lease, as herein amended, shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, this Lease has been executed by the respective parties on the date first written above for all the uses and purposes herein set forth.

LESSOR:  
THE CITY OF SHAWNEETOWN, ILLINOIS,  
a Municipal Corporation

By:   
David Barker, Mayor

ATTEST:

  
Nancy Larkin, City Clerk



LESSEE:  
SHAWNEETOWN REGIONAL PORT DISTRICT,  
a Municipal Corporation

By:   
BENNY RASHI, President

ATTEST:

  
STEVE GALT, Secretary