

AMENDMENT TO LEASE AGREEMENT
APPROVED AS OF FEBRUARY 19, 2014

This Amendment (the "Amendment") to that certain Lease Agreement dated as of _____, by and between PDV Midwest Refining, L.L.C. (hereinafter referred to as "LESSOR") and the Village of Romeoville (hereinafter referred to as "LESSEE") is made and entered into as of the ____ day of _____, 2017.

WITNESSETH:

WHEREAS, LESSOR and LESSEE have previously entered into a certain Lease Agreement approved as of February 19, 2014 by LESSEE's Resolution No. 14-1777 (the "Lease") of certain premises (the "Leased Premises"), all as identified and described more particularly in the Lease; and

WHEREAS, LESSEE has leased the Leased Premises from the LESSOR for the purposes set forth in Section 1.A. of the Lease, including the use of the Leased Premises by LESSEE and the general public as and for a public commuter train station, parking area and commuter access area; and

WHEREAS, Section 6.B. of the Lease provides for the grant by LESSOR to LESSEE of certain roadway construction and access easements as described and depicted in Exhibit D to the Lease; and

WHEREAS, LESSEE has recently been advised by one or more other governmental agencies having jurisdiction over LESSEE's construction of the roadway improvements contemplated that LESSEE shall be required to perform certain additional grading work in connection with its construction of such improvements, which additional grading work will require the conveyance of an additional temporary construction easement from LESSOR to LESSEE; and

WHEREAS, the proposed additional temporary construction easement requested by LESSEE from LESSOR to complete the aforementioned additional grading work is described and depicted in Exhibit A, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, LESSOR is amenable to granting the additional temporary construction easement depicted in Exhibit A to LESSEE, all upon the terms and conditions hereinafter set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby covenanted and agreed by and between LESSOR and LESSEE as follows:

1. Amendment to Section 6. Section 6 of the Lease shall be amended by the addition of the following text immediately after the end of the presently existing Section 6.B., as and for a new Section 6.B-1:

“Upon LESSEE’s written request to LESSOR, LESSOR shall grant to LESSEE a temporary construction easement for performing grading and other improvements in connection with LESSEE’s construction of roadway improvements as contemplated by Section 6.B. of the Lease. LESSOR shall grant such easement to LESSEE by means of a letter sent to LESSEE acknowledging and granting LESSEE’s request, and referencing this Section 6.B-1. of the Lease. The temporary construction easement herein contemplated and all uses to be made thereof by LESSEE shall be fully subject to all otherwise applicable terms of the Lease, including but not limited to the terms set forth in Sections 7, 8 and 10 thereof. Such easement shall exist from the date of LESSOR’s letter to LESSEE as contemplated in this Section 6.B-1, and shall terminate as of that date which is eighteen (18) months thereafter.”

2. Amendment to Preamble and Section 2 of the Lease. The parties acknowledge that through inadvertence, the correct date of execution was omitted from the Lease as executed by the parties from the preamble on the first page of the Lease, as well as from Section 2 of the Lease, and that the termination date of the Lease was likewise omitted from Section 2 of the Lease. The parties further acknowledge that the LESSEE approved the execution of this Lease by the adoption of its Resolution No. 14-1777 on February 19, 2014. For administrative convenience, LESSOR and LESSEE agree that the preamble and Section 2 of the Lease shall be deemed to be amended to reflect the date of the execution of the Lease as February 19, 2014, and that Section 2 of the Lease shall likewise be deemed to have been amended to reflect that the termination date of the Lease shall be February 19, 2113.

3. Ratification of the Lease. LESSOR and LESSEE acknowledge that the Lease as approved by LESSEE’s adoption of its Resolution No. 14-1777 on February 19, 2014 reflected the identity of the LESSOR as “Citgo Petroleum Corporation and PDV Midwest Refining L.L.C”, and further acknowledge that the entity that is the legal owner and which is authorized to lease and grant easements affecting the Leased Premises is solely PDV Midwest Refining L.L.C. LESSOR and LESSEE hereby ratify and confirm the execution of the Lease as a lease that is valid and binding upon the LESSOR and LESSEE in accordance with its terms (as those terms may be amended by this Amendment), notwithstanding the identification of the LESSOR as originally set forth therein.

4. Miscellaneous. The terms and provisions of this Amendment shall supersede and control over any contrary or conflicting terms, conditions or provisions of the Lease, but all other terms, conditions and provision of the Lease are currently and shall remain in full force and effect, and the same shall not in any way be altered, affected, modified, limited or construed by the terms, conditions and provisions of this Amendment. The Lease and this Amendment set forth all agreements, understandings, and covenants between LESSOR and LESSEE with respect to the Leased Premises, and, taken together, the Lease and this Amendment supersede all other written or oral agreements, understandings and negotiations,

and represent the entire agreement of the LESSOR and LESSEE with respect to the Leased Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed all as of the day and year first above written.

LESSEE

LESSOR

Village of Romeoville

PDV Midwest Refining L.L.C.

BY: _____
John D. Noak
Village President

BY:  _____
Jim Cristman

Attest: _____
Bernice Holloway
Village Clerk

Exhibit A—Depiction of Area of Temporary Construction Easements

Note: The attached plan sheets depict the area of the proposed temporary construction easement utilizing a red dashed line. The temporary construction easement area is the area bounded by the red dashed line, and the easement area as set forth in Exhibit D of the Lease. The relevant portion of the easement area as reflected in Exhibit D of the Lease is indicated by the green lines shown on the attached plan sheet.