FOURTH AMENDMENT TO OPTION AND PURCHASE AGREEMENT

THIS Fourth Amendment to Option and Purchase Agreement ("Amendment") is dated as of May 2, 2017 between The Detweiller Playground ("Seller") and The City of Peoria, Illinois ("Purchaser").

WHEREAS, Seller and Purchaser entered into an Option and Purchase Agreement dated August 10, 2015, as amended ("Agreement");

WHEREAS, the parties desire to amend the Agreement as set forth in this Amendment;

NOW, THEREFORE, the parties agree as follows:

1. Section 13 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

   13. **Peoria Boat Club.** Purchaser agrees that the Peoria Boat Club shall be entitled to remain in possession of the boat storage area (subject to Landlord’s termination right) and the dock and related improvements located on the Real Property until December 31, 2017, as set forth in the Third Amendment to Lease Agreement between Seller and the Peoria Boat Club dated on or about April 21, 2017.

2. In the event that the Closing Date occurs prior to the expiration or earlier termination of the Boat Club Lease, Seller shall assign the Boat Club Lease to Purchaser and Seller shall have no further responsibility for the Boat Club Lease. Notwithstanding the foregoing, or anything contained in the Agreement to the contrary, Seller shall be entitled to all rent payable under the Boat Club Lease, regardless of whether or not the Boat Club Lease has expired or otherwise been terminated as of the Closing Date, and there shall be no prorated rent paid to Purchaser at Closing.

3. Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in any note, document, letter, certificate, the Agreement itself, or any communication issued or made pursuant to or with respect to the Agreement, any reference to the Agreement being sufficient to refer to the Agreement as amended hereby. All terms used herein which are defined in the Agreement shall have the same meaning herein as in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, this Amendment shall control.

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

THE CITY OF PEORIA, ILLINOIS

By: [Signature]

Its: City Manager

THE DETWEILLER PLAYGROUND

By: [Signature]

Its: [Signature]
THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement ("Second Amendment"), dated as of this 26th of April, 2017, amends the Second Amendment to the Lease Agreement dated as of April 27, 2016 ("Second Amendment") between Peoria Boat Club ("Tenant") and The Detweiller Playground ("Landlord"). The First and Second Amendment to the Lease Agreement modified the Lease Agreement ("Lease") dated October 12, 2001. The Lease Agreement and First Amendment and Second Amendment are attached as Exhibit A.

1. The parties acknowledge and agree that (i) the Lease has been amended by an Extension of Lease Agreement dated April 15, 2005 (the "Extension") and (ii) the Lease, the Extension and the First Amendment, Second Amendment, and this Third Amendment constitute the entire agreement between Landlord and Tenant relating to the premises described in the Lease (the "Premises") and any tenancies that may have arisen from the Lease or Tenant's possession of the Premises.

2. Beginning January 1, 2016, and continuing through December 31, 2016, the Second Amendment to the Lease limited the use of the Premises as described in the Second Amendment, attached as Exhibit A.

3. Based upon discussion between the Parties, each is in agreement that beginning January 1, 2017, and continuing through August 30, 2017, the Lease is continued and shall remain in effect, but the Premises shall be limited to the following:

   • the fenced in boat storage area located north of Spring Street and immediately adjacent to the Illinois River; except that the Landlord or its assigns, in its sole discretion, may take possession and Tenant shall turn over possession of this area to Landlord upon thirty (30) day notice by Landlord to Tenant.

   • the dock and related improvements located on the Illinois River immediately adjacent to the Premises.

4. Thereafter, as of August 30, 2017, and continuing through December 31, 2017, the Lease shall remain in effect, but Premises shall be limited to the following:

   • the dock and related improvements located on the Illinois River immediately adjacent to the Premises

5. The Tenant agrees to pay to the Landlord the amount of $2,000, payable by May 15, 2017.
6. The Lease and any tenancies that may have arisen from the Lease or Tenant’s possession of the Premises shall expire on December 31, 2017, and Tenant shall vacate the Premises as of such date.

7. Except as specifically amended herein, the Lease shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in any note, document, letter, certificate, the Lease itself, or any communication issued or made pursuant to or with respect to the Lease, any reference to the Lease being sufficient to refer to the Lease as amended hereby. All terms used herein which are defined in the Lease shall have the same meaning herein as in the Lease. In the event of any conflict between the terms of the Lease and the terms of this Amendment, this Amendment shall control.

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

THE DETWEILLER PLAYGROUND

By: ____________________________
Its: ____________________________

PEORIA BOAT CLUB

By: ____________________________
Its: ____________________________
6. The Lease and any tenancies that may have arisen from the Lease or Tenant's possession of the Premises shall expire on December 31, 2017, and Tenant shall vacate the Premises as of such date.

7. Except as specifically amended herein, the Lease shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in any note, document, letter, certificate, the Lease itself, or any communication issued or made pursuant thereto. Any reference contained in the Lease shall be treated as reference to the Lease as amended hereby. All tenancies heretofore, which are defined in the Lease shall have the same meaning hereby as in the Lease. In the event of any conflict between the terms of the Lease and the terms of this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing document to be signed as of the day and year first above written.

THE GETAWAYER PLAYGROUND

By: __________________________

Its: ________________________

PFORIA BOAT CLUB

By: ________________________

Its: Commodore