

EXTENSION OF PARKING LOT LEASE AGREEMENT

This Extension of Parking Lot Lease Agreement ("Agreement") is entered into effective as of the 30th day of July, 2021 by and between the City of Aurora, an Illinois municipal corporation (the "Landlord") and Hollywood Casino-Aurora, Inc., an Illinois corporation.

WHEREAS, Tenant entered into a Parking Lease Agreement for the property commonly referred to as 201 N. River Street, Aurora, IL (and referred to as HCA-West) on November 14, 2001, which Parking Lease Agreement was the subject of extensions or amendments dated March 12, 2007, January 29, 2010, September 27, 2011, February 15, 2012, and May 10, 2017 (collectively the "Lease"), which affected Parcels A and B as defined therein; and

WHEREAS, pursuant to the terms of the Lease Tenant has the exclusive use of 12 parking spaces, which Tenant desires to increase to 18 parking spaces; and

WHEREAS, the Lease terminates by its provisions at the end of July 2021; and

WHEREAS, the parties desire to extend the Lease on the same terms and conditions except as modified herein;

NOW THEREFORE, the parties, in consideration of Ten Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. The original Lease is hereby extended on the same terms and conditions as contained therein with the following modifications:

a. Article I is hereby deleted and the Term of the Lease as described in Article I shall be for a period of two (2) years from the date hereof. Upon the expiration of such Term, or any renewal term, provided the Lease has not been previously terminated pursuant the provisions of the Lease, the Lease shall automatically renew for additional one (1) year Renewal Terms, unless on or before 90 days prior to the then current expiration date of the Lease, either party has given notice of such party's intention not to renew the Lease for an additional one (1) year Renewal Term.

b. That the Rent during the two (2) year Term shall be Two Thousand Two Hundred Fifty Dollars (\$2250.00) per month, payable on the first day of each month. The Rent during any renewal term of the Lease shall be adjusted to an amount as agreed by the parties, and, in the event no agreement on Base Rent is reached prior to the end of then existing term, then the rent for such renewal term shall be increased (but not decreased) by the percentage increase for the twelve-month period of such previous calendar year of the CPI-U (defined below), or, in the event that publication of such Index is terminated, any successor or substitute index, appropriately adjusted, acceptable to both parties, but in no event shall such increase exceed five percent (5.0%) annually. As used herein, "CPI-U" shall mean the Consumer Price Index (CPI-U) in the Chicago, Illinois Standard Metropolitan Statistical Area as last reported by the United States Department of Labor, Bureau of Labor Statistics.

c. That the number of parking spaces reserved for Tenant as provided in Section 1.4 of the Second Parking Lease Extension Agreement (being part of the Lease) dated September 27, 2011 is increased to read eighteen (18) from twelve (12) and shall be located as shown on Exhibit A, attached hereto and incorporated herein by reference.

d. That Article XI, Miscellaneous, subsection H is amended as follows:
"The addresses for notices are as follows:

TENANT:

Hollywood Casino-Aurora, Inc.

49 W Galena Blvd
Aurora IL 60506

LANDLORD:

City of Aurora

City Hall

44 East Downer Place

Aurora, IL 60507

Attn: _____

2. All other provisions of the Lease, including but not limited to the provision for the payment of Additional Rent, remain in full force and effect. This Agreement, and the Lease, represent the entire agreement of the Landlord and Tenant with respect to the subject matter hereof, and the terms shall not be amended or changed by any oral representation or agreement. Any amendments to the Lease or this Agreement shall be in writing and shall be executed by both parties hereto. This Agreement may be executed in counterparts, including counterparts transmitted by facsimile or electronic mail, each of which shall be deemed an original, but all of which, together, shall constitute one Agreement. Each signatory of this Agreement represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LANDLORD:

City of Aurora

By: _____
Mayor

TENANT:

Hollywood Casino-Aurora, Inc.

By: J. Howland
Title: VP of Finance / CFO