

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED GROUND LEASE**

THIS **FIRST AMENDMENT TO THE AMENDED AND RESTATED GROUND LEASE** is made this _____ day of _____, 2010, by and between THE CITY OF LAWRENCE, KANSAS, a municipal corporation under the laws of the state of Kansas ("City") and RIVERFRONT, L.L.C., a Kansas limited liability company ("Riverfront").

WHEREAS, the City and Riverfront entered into an Amended and Restated Ground Lease dated August 11, 2000, (the Lease) governing among other provisions, Riverfront's and its tenants' use of the City's parking facility adjacent to City Hall at 6th and New Hampshire Streets ("the Parking Facility"); and

WHEREAS, pursuant to the Section 3.2 of the Lease, Riverfront purchases annual non-exclusive parking permits for parking in long term parking spaces in the Parking Facility, and pays with a common area parking maintenance fee to the City; and

WHEREAS, the City and Riverfront desire to amend the provisions of the Amended and Restated Ground Lease related to parking in the Parking Facility as follows; and

NOW THEREFORE, the parties hereby agree as follows:

1. Recitals Incorporated. The above-stated Recitals are, by reference incorporated herein and made a part hereof.

2. Parking Provisions of the Amended and Restated Ground Lease (Article 3) Are Further Amended as follows:

A. Term. This First Amendment shall commence on its date of execution and shall end on December 31, 2025.

B. Annual Maintenance Payments. Riverfront shall make annual payments to the City on or before January 31st of each year this Agreement is in effect, to assist the City in its upkeep and maintenance of the Parking Facility. The annual payments from Riverfront shall be as follows:

Year	Amount
2010	\$15,000.00
2011	\$10,000.00
2012	\$ 5,000.00
2013 – 2025	\$ 5,000.00

C. Maintenance Determined by City. Riverfront agrees that the City alone shall determine the timing and scope of the maintenance of the Parking Facility, and

may contract out for some or all maintenance work to be performed on the Parking Facility. The City agrees to maintain the Parking Facility in good condition and repair.

D. No Reserved Parking Spaces for Riverfront or its Tenants, Guests, Invitees. Save and except for the one hundred thirty-eight (138) parking spaces available on the upper level of the Parking Facility to Lawrence Lodging, L.L.C., by a separate agreement, Riverfront, its assigns, tenants, guests, and invitees shall not be entitled to any reserved spaces in the Parking Facility. Furthermore, the City shall have no obligation to cause the Parking Facility to contain any number of serviceable parking spaces for Riverfront, its assigns, tenants, guests or invitees on and after January 1, 2011 (2010 parking passes expire on December 31, 2010). Notwithstanding the foregoing, Riverfront, its assigns, and tenants may purchase from the City long-term parking passes so long as such passes are available to the public, at the regular rate at which the City sells such long-term passes for annual, non-exclusive parking permits for parking in any of the City's long-term parking lots, including the lower level of the Parking Facility.

E. Reserved City Parking Spaces in Riverfront Garage Maintained At Current Levels. As of the date of this Agreement, the parties agree the number of parking spaces reserved for City use in the Garage is 42. A map of the location of the reserved City parking spaces is attached hereto as Exhibit A and incorporated herein by reference. The City agrees during the term of this Agreement, it shall not increase the number of reserved parking spaces for City use to more than 50 spaces. If the City increases the number of reserved City spaces up to 50 spaces during the term of this Agreement, the City shall reduce Riverfront's annual parking maintenance fee by \$1,000 for each additional parking space over the 42 reserved spaces set forth in Exhibit A.

F. Miscellaneous. This Agreement shall be governed by the laws of the State of Kansas. This Agreement may not be modified except in writing, signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and legal representatives. No provision of this Agreement may be waived except by written instrument executed by the party waiving such provision. No waiver of any breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of such provision or any other provision. The City may terminate this Agreement for cause or convenience by giving Riverfront 30 days written notice of its intent to terminate.

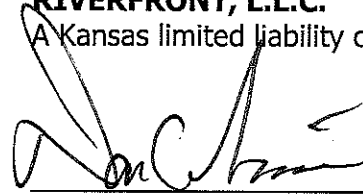
3. The provisions of the Amended and Restated Ground Lease that do not conflict with the provisions of this First Amendment remain in effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this **FIRST AMENDMENT TO THE AMENDED AND RESTATED GROUND LEASE** as of the year and date first above written.

CITY OF LAWRENCE, KS
A municipal corporation

RIVERFRONT, L.L.C.
A Kansas limited liability company

Mike Amyx, Mayor



Dan C. Simons, Manager

ATTEST:

Jonathan Douglass, City Clerk