

FIRST MODIFICATION OF PARKING LOT LEASE

THIS FIRST MODIFICATION OF PARKING LOT LEASE (the "Modification") is made as of _____, 2016, by and between STADPKG, LLC, a Kansas limited liability company ("Landlord"), and Here Lawrence Property Owner, LLC, a Delaware limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant are parties to a certain Parking Lot Lease Agreement dated July ___, 2016 (together with all exhibits incorporated therein, the "Original Lease"), which is incorporated herein by this reference.

B. The parties acknowledge that the City (as that and other capitalized terms used but not defined herein are defined in the Original Lease) has requested additional information about where the Tenant's tenants who are then authorized to park on the Property ("Tenant Permittees") will park during those dates and periods of time that the Landlord has the exclusive right to use the Property for the Landlord's Reserved Use.

C. In order to clarify where the Tenant Permittees will park during the Landlord's Reserved Use, Landlord and Tenant desire to modify the Original Lease as set forth in this Modification (the Original Lease as modified in this Modification is referred to as the "Lease").

NOW THEREFORE, for and in consideration of the covenants and agreements of the parties hereto hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby modify the Original Lease as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference.

2. Relocation of Parking of Tenant Permittees During Landlord's Reserved Use. Tenant acknowledges and agrees that, starting at least ten (10) hours before and ending no sooner than two (2) hours after the periods of time that constitute the Landlord's Reserved Use for a given day, Tenant will provide the Tenant Permittees with paved, off-street locations in which to park the Tenant Permittees' respective motor vehicles as an alternative to the Property (whether one or more, on any given day of Landlord's Reserved Use, the "Alternative Parking Lot") at no cost to the Tenant Permittees. If Tenant will locate the Alternative Parking Lot in the following locations in the following order of priority: (a) some or all within the CA Student Housing Project's internal parking garage to the extent of any unreserved parking spots then available; (b) some or all at another location on the University of Kansas campus, if the University and Tenant are able to agree upon the terms of any such use and the location(s) of any such Alternative Parking Lot on the campus; (c) some or all at another location on property owned or controlled by Landlord such as, but not limited to, the parking adjacent to Landlord's offices on Constant

Avenue, if the Landlord and Tenant are able to agree upon the terms of a License Agreement (as hereinafter defined) for such parking; or (d) any not accommodated by (a), (b) or (c) above at another off street location that is at least ____ feet away from the Property and no more than two (2) miles from the CA Student Housing Project. If during a given period of Landlord's Reserved Use the Alternative Parking Lot so provided is not located within five (5) blocks of the CA Student Housing Project or a City or University of Kansas bus line or shuttle service or other transportation system then in operation, then, during that particular period of Landlord's Reserved Use, Tenant will provide the Tenant Permittees with a reasonable means of transportation at no cost to the Tenant Permittees between the CA Student Housing Project (or a location designated by Tenant that is within one thousand five hundred (1,500) feet of an entrance to the CA Student Housing Project) and the Alternative Parking Lot (when applicable, the "Free Transportation"), which Free Transportation will be available at least once per hour between two (2) hours before and two (2) hours after the beginning and end of the Landlord's Reserved Use on a given day). No later than three (3) business days prior to the date of a given period of Landlord's Reserved Use of the Property, Tenant will start providing Tenant Permittees with reasonable notice of the location of the Alternative Parking Lot for the upcoming date of Landlord's Reserved Use, the availability and means to use Free Transportation (if applicable) and a phone number at which Tenant Permittees can get additional information concerning such Alternative Parking Lot and any applicable Free Transportation prior to and on the date of such Landlord's Reserved Use. Upon request of Landlord, Tenant shall provide Landlord with a copy of such notices for any given period of Landlord's Reserved Use.

3. Costs of Alternate Parking and Free Transportation. Unless Landlord is providing the use of the Alternative Parking Lot pursuant to a License Agreement under Section 5 hereof (in which case the terms of such License Agreement will control), neither Landlord nor Landlord's Indemnified Parties will have any liability for any costs incurred by Tenant in providing the Alternative Parking, any Free Transportation or any notice required to be provided to Tenant Permittees in Section 2.

4. Indemnity Against Claims Arising from the Use of Alternate Parking Lot and Free Transportation. Tenant will hold harmless and defend Landlord from any and all claims, judgments, demands, damages, fines, losses, liabilities, interest, awards, penalties, causes of action, litigation, lawsuits, administrative proceedings, administrative investigations, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and other reasonable costs of suit, arbitration, dispute resolution or other similar proceedings which are brought by or against Tenant or any Tenant Permittee, whether for personal injuries or property damage, which arise from the intentional actions or negligence of any one or more of Tenant, or the lessor or licensor of any Alternative Parking Lot or the provider of any Free Transportation, or their respective employees, agents, licensees, and invitees in connection with a Tenant Permittee's use of an Alternate Parking Lot or any Free Transportation.

5. Potential Use of Landlord's Alternative Parking During Landlord's Reserved Use. If Tenant requests that Landlord do so at least forty-five (45) days in advance of a period of Landlord's Reserved Use of the Property (which request will specify the number of motor vehicles Tenant wants to park on Landlord's parking lots), Landlord will provide Tenant with a written proposal for Tenant to obtain a license to park the number of Tenant Permittees' motor vehicles specified by Tenant in its request on parking lots then owned or controlled by Landlord

that would qualify as an Alternative Parking Lot, if any. The parties acknowledge that Landlord will charge Tenant a fair market rental rate for the number of parking spaces so leased or licensed to Tenant (with fair market rental rate to be determined using the then typical parking charge being made for parking during such events in the area surrounding such Alternative Parking Lot) and that if Tenant agrees to such proposal, Landlord and Tenant will execute a written lease or license agreement for such parking which contains such other terms and conditions (e.g., relating to trash removal and insurance) as the Landlord and Tenant may agree upon (a "License Agreement").

6. General. Except as expressly modified herein, the Original Lease remains in full force and effect. This Modification together with the Lease represents the complete understanding between the parties hereto as to the subject matter hereof. This Modification may be amended only by an instrument executed and delivered by each party hereto. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right. This Modification shall be given effect and construed by application of the law of the State of Kansas, and any action or proceeding arising hereunder shall be brought in the courts of Kansas. Time shall be of the essence of this Modification, except that, whenever the last day for the exercise of any right or the discharge of any obligation hereunder falls on a Saturday, Sunday or statutory holiday, the party having such right or obligation shall have until 5:00 p.m. on the next succeeding day which is not a Saturday, Sunday or statutory holiday to exercise such right or discharge such obligation. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (c) to any Section, subsection, paragraph or subparagraph shall be deemed, unless otherwise expressly indicated, to have been made to such Section, subsection, paragraph or subparagraph of this Lease. No determination by any court, governmental or administrative body or agency or otherwise that any provision of this Modification or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall remain valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law. Nothing in this Modification shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship. This Lease shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Property, and/or any claim of injury, loss or damage.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
– SIGNATURES ON FOLLOWING PAGE.**

IN WITNESS WHEREOF, each party hereto has caused this Modification to be executed on its behalf by its duly authorized representatives, the day and year first above written.

LANDLORD:

STADPKG, LLC, a Kansas limited liability company
By: The Kansas University Endowment Association,
a Kansas not for profit corporation, its sole member

By: _____
Name: _____
Title: _____

TENANT:

Here Lawrence Property Owner, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: an Authorized Signatory