

PARKING LOT LEASE

between

STADPKG, LLC, as Landlord

and

HERE LAWRENCE PROPERTY OWNER, LLC, as Tenant

Dated as of August 12, 2016

PARKING LOT LEASE

THIS PARKING LOT LEASE (together with Exhibits and Schedules hereto, which are incorporated herein by this reference, this “**Lease**”) is made as of August 2, 2016 (“**Effective Date**”), 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. As of the Effective Date, Landlord is the owner in fee simple title of the properties commonly known as 1031 Mississippi Street and 0 Illinois Street, each located in the City of Lawrence, Kansas (the “**City**”), as more particularly described in Exhibit A-1 attached hereto (the “**STADPKG Parcels**”).

B. Reference is also made to the following additional parcels: (i) the real property commonly known as 1029 Mississippi Street, Lawrence, Kansas (“**1029 Parcel**”), which parcel has been acquired by Tenant or its affiliate and will be conveyed to Landlord in accordance with the terms of this Lease, (ii) the Alley Vacation Area (defined below), and (iii) Vacated Fambrough Drive Area (defined below).

C. The STADPKG Parcels initially will constitute the “**Land**” provided that:

1. When fee simple title to the 1029 Parcel is conveyed by Tenant or its affiliate to Landlord in accordance with this Lease, the 1029 Parcel will be added to the definition of Land;
2. If and when during the Term the City has vacated the Alley Vacation Area, fee simple title thereto has reverted to Landlord free of any rights of the City or third parties (other than utility easements) and Landlord and Tenant have agreed in writing upon the legal description thereof, the Alley Vacation Area will be added to the definition of Land; and
3. If and when during the Term the City has vacated the public street in the Vacated Fambrough Drive Area following completion of the Fambrough Drive Relocation, fee simple title to the Vacated Fambrough Drive Area has reverted to Landlord free of any rights of the City or third parties (other than utility easements) and Landlord and Tenant have agreed in writing upon the legal description thereof, the Vacated Fambrough Drive Area will be added to the definition of the Land;

and the Land (as the same is defined from time to time during the Term) together with the Improvements (as hereinafter defined), as the same may exist from time to time on the Land during the Term, constitute the “**Property**,” provided further that within thirty (30) days of the written request of Landlord or Tenant to the other at any time during the Term after any or all of the 1029 Parcel, the Alley Vacation Area or the Vacated Fambrough Drive Area have become part of the Land, the Landlord and Tenant will execute a recordable memorandum, in a form

reasonably satisfactory to both of them, which refers to this Lease and states that the definition of the Land subject thereto has been so modified.

D. By this Parking Lot Lease, Landlord desires to lease and demise to Tenant the Property, and Tenant desires to lease the Property from Landlord.

NOW THEREFORE, for and in consideration of the covenants and agreements of the parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Landlord hereby leases and demises the Property to Tenant and Tenant hereby leases the Property from Landlord;

TO HAVE AND TO HOLD the Property unto Tenant, its successors and permitted assigns, for and during the Term set forth herein,

ON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. DEFINITIONS.

1.1. Specific. As used herein, the following terms have the following meanings:

“**1029 Parcel**” has the meaning given to it in Recital B.

“**1029 Permitted Title Matters**” has the meaning given it in Section 2.9.

“**Alley Vacation Area**” means the portion of the alley adjacent to the STADPKG Parcels, the general location of which is depicted in Schedule 1(a) attached hereto. At Tenant’s expense within sixty (60) days before or after the City’s vacation of such alley, a surveyor approved by to Landlord (such approval not to be unreasonably withheld, conditioned or delayed) will perform a survey to determine the legal description of the Alley Vacation Area and the Landlord and Tenant will confirm in writing that such is the agreed upon legal description thereof.

“**Bankruptcy**” shall be deemed, for any person, to have occurred either:

(a) if and when such person (i) applies for or consents to the appointment of a receiver, trustee or liquidator of such person or of all or a substantial part of its assets, (ii) files a voluntary petition in bankruptcy or admits in writing its inability to pay its debts as they come due, (iii) makes an assignment for the benefit of its creditors, (iv) files a petition or an answer seeking a reorganization or an arrangement with its creditors or seeks to take advantage of any insolvency law, or (v) files an answer admitting the material allegations of a petition filed against such person in any bankruptcy, reorganization or insolvency proceeding; or

(b) if (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating such person a bankrupt or an insolvent, approving a petition

seeking such a reorganization, or appointing a receiver, trustee or liquidator of such person or of all or a substantial part of its assets, or (ii) there otherwise commences with respect to such person or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for any period of one hundred twenty (120) consecutive days after the expiration of any stay thereof.

“CA Student Housing Project” means that certain student housing project being constructed, developed, owned and operated by Tenant at the property commonly known as 1111 Indiana Street, Lawrence, Kansas.

“City” means the City of Lawrence, Kansas.

“Commencement Date” means the Effective Date.

“Effective Date” has the meaning given it in the introductory paragraph.

“Environmental Laws” shall mean any and all Federal, State or local laws, pertaining to health, safety, or the environment now or at any time hereafter in effect and any judicial or administrative interpretation thereof (including, but not limited to, any judicial or administrative order, consent decree or judgment relating to the environment or hazardous substances (as such term is defined in any such law), or exposure to hazardous substances) including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reorganization Act of 1986, as amended, the Resource, Conservation and Recovery Act of 1976, as amended, the Clean Air Act, as amended, the Federal Water Pollution Control Act, as amended, the Oil Pollution Act of 1990, as amended, the Safe Drinking Water Act, as amended, the Hazardous Materials Transportation Act, as amended, the Toxic Substances Control Act, as amended, the federal Clean Water Act of 1977, all regulations and laws adopted by the Occupational Safety and Health Administration, and any other environmental or health conservation or protection laws.

“Event of Default” has the meaning given it in Section 13.1 hereof.

“Fambrough Drive Relocation” means the work required to relocate a portion of Fambrough Drive, Lawrence, Kansas as depicted in Schedule 1(b) attached hereto.

“Fee Estate” means Landlord’s fee simple interest in all of the Land and the appurtenances included with the Land.

“Force Majeure” means any: (a) strike, lock-out or other labor troubles, (b) governmental restrictions or limitations, (c) failure or shortage of materials, electrical power, gas, water, fuel oil, or other utility or service, (d) riot, war, insurrection or other national or local emergency, (e) accident, flood, fire or other casualty, (f) adverse weather condition, (g) other act of God, or (h) other cause similar or dissimilar to any of the foregoing and beyond the reasonable control of the person in question.

“Hazardous Substances” means any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, asbestos, PCB’s, petroleum

products or derivatives and include, without limitation, those substances and materials subject to regulation under any applicable Environmental Law.

“Improvements” means all improvements, fixtures and personal property, all off-street parking areas on the Land required or permitted to be constructed thereon under this Lease as part of a Phase or otherwise approved in writing by Landlord and all replacements, additions and alterations thereto required or permitted by this Lease or in writing by Landlord.

“IRC Code” has the meaning given it in Section 2.3.

“KU” has the meaning given it in Section 2.2.2.

“KU Endowment Association” has the meaning given it in Section 2.8.2.

“Land” has the meaning given it in Recital C.

“Land Records” means the land records of the County of Douglas, Kansas.

“Landlord” has the meaning given it in the introductory paragraph.

“Landlord’s Indemnified Parties” has the meaning given it in Section 2.6.

“Landlord’s Reserved Use” has the meaning given it in Section 2.4.

“Lease” means this Parking Lot Lease, including amendments thereto and extensions thereof, if any.

“Lease Year” means (a) the period commencing on the Commencement Date and terminating on the first (1st) anniversary of the last day of the calendar month containing the Commencement Date, and (b) each successive period of twelve (12) calendar months thereafter during the Term.

“Leasehold Estate” means the leasehold estate in the Property held by Tenant under this Lease.

“Leasehold Mortgage” has the meaning given it in Section 10.1 hereof.

“Leasehold Mortgagee” has the meaning given it in Section 10.1 hereof.

“Legal Approvals” has the meaning given it in Section 2.8.

“Legal Requirements” means, any applicable laws, ordinances, notices, orders, rules, regulations and requirements of applicable federal, state and municipal governments, public or quasi-public authorities and all departments, commissions, bureaus boards and officers thereof with jurisdiction over the subject matter in question.

“Matter” has the meaning given it in Section 2.7.

“Mortgage” means any mortgage, deed of trust, assignment of leases or rents, collateral assignment or security interest at any time encumbering any or all of the Property, and any other security interest therein existing at any time under any other form of security instrument or arrangement used from time to time in the locality of the Property (including but not limited to any such other form of security arrangement arising under any mortgage, deed of trust, sale-and-leaseback documents, lease-and-leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, whether or not recorded or filed among the Land Records or in such other place as is, under applicable law, required for such instrument to give constructive notice of the matters set forth therein.

“Mortgagee” means the Person owed the obligations or indebtedness secured by a Mortgage.

“Operating Expenses” has the meaning given it in Section 5.1.1.

“Parking Lot Spaces” means all of the parking lot spaces constructed by Tenant from time to time as part of the Project.

“Partial Taking” has the meaning given it in Section 9.3.

“Person” means a natural person(s), a trustee, a corporation, a partnership, a limited liability company and any other form of legal entity.

“Phase I Project” means (a) the completion of the design and construction of the Parking Lot Spaces and related improvements on the 0 Parcel in compliance with this Lease, Legal Requirements and construction plans therefor hereafter prepared by Tenant and approved in writing by Landlord (provided that Landlord will not unreasonably withhold, delay or condition consent to construction plans which are consistent with those depicted on Schedule 1(a) attached hereto), (b) the addition of the 1029 Parcel to the definition of the Land, the demolition after July 31, 2016 of existing improvements upon the 1029 Parcel and 1031 Parcel, the disposal of the debris, including, without limitation, Hazardous Substances that are required to be removed to satisfy Legal Requirements for use of the underlying real property for classrooms or housing, from the demolitions of such improvements on the 1029 Parcel and 1031 Parcel and the design and construction of the Parking Lot Spaces and related improvements on the 1029 Parcel and the 1031 Parcel which expands the parking lot constructed on the 0 Parcel in compliance with this Lease, Legal Requirements and construction plans therefor hereafter prepared by Tenant and approved in writing by Landlord (provided that Landlord will not unreasonably withhold, delay or condition consent to construction plans which are consistent with those depicted on Schedule 1(a) attached hereto), and (c) the addition of the Alley Vacation Parcel to the definition of the Land, the demolition of existing improvements upon the Alley Vacation Parcel, the disposal of the debris, including, without limitation, Hazardous Substances that are required to be removed to satisfy Legal Requirements for use of the underlying real property for classrooms or housing, from the demolitions of such improvements on the Alley Vacation Parcel, the acquisition of variances to setback or building lines from the City and other

governmental authorities to permit construction of Parking Lot Spaces and associated improvements thereon and the design and construction of the Parking Lot Spaces and related improvements on the Land which expands the parking lot constructed on the 0 Parcel, the 1029 Parcel and the 1031 Parcel in compliance with this Lease, Legal Requirements and construction plans therefor hereafter prepared by Tenant and approved in writing by Landlord (provided that Landlord will not unreasonably withhold, delay or condition consent to construction plans which are consistent with those depicted on Schedule 1(a) attached hereto), so that such Parking Lot Spaces on the Phase I Project may be used in compliance with this Lease by Tenant after such completion and during the remainder of the Term as parking for Tenant's tenants, employees, agents and invitees living or working at the CA Student Housing Project.

"Phase II Project" means the addition of the Vacated Fambrough Drive Area to the definition of the Land, the completion of the Fambrough Drive Relocation (including without limitation the demolition of existing improvements upon the Vacated Fambrough Drive Area, the disposal of the debris, including, without limitation, Hazardous Substances that are required to be removed to satisfy Legal Requirements for use of the underlying real property for classrooms or housing, from the demolitions of such improvements on the Vacated Fambrough Drive Area and the design and construction of a new Fambrough Drive, with such demolition, disposal and construction work to be performed by contractors engaged by the City), and the acquisition of variances to setback or building lines from the City and other governmental authorities to permit construction of Parking Lot Spaces on the Vacated Fambrough Drive Area and associated improvements, including without limitation sidewalks, on the Land as depicted on Schedule 1(b) and the design and construction of the Parking Lot Spaces and related improvements on the Vacated Fambrough Drive Area which expands the parking lot constructed in the Phase I Project, all in compliance with this Lease, Legal Requirements and construction plans therefor hereafter prepared by Tenant and approved in writing by Landlord (provided that Landlord will not unreasonably withhold, delay or condition consent to construction plans which are consistent with those depicted on Schedule 1(b) attached hereto), so that such Parking Lot Spaces on the Phase II Project may be used in compliance with this Lease by Tenant after such completion and during the remainder of the Term as parking for Tenant's tenants, employees, agents and invitees living or working at the CA Student Housing Project.

"Phase" or **"Phases"** means, as applicable and individually or collectively as the context requires, the Phase I Project and/or Phase II Project.

"Phase I Completion" has the meaning given it in Section 2.2.2.

"Phase II Completion" has the meaning given it in Section 2.2.2.

"Project" the construction of the Improvements provided for in the various Phases.

"Property" has the meaning given it in Recital C.

"Purpose" has the meaning given it in Section 7.3.2.

"Restoration Criteria" has the meaning given it in Section 9.3.

“**STADPKG Parcels**” has the meaning given it on Exhibit A-1 attached hereto.

“**Taking**” has the meaning given it in Section 9.1.

“**Tenant**” has the meaning given it in the introductory paragraph.

“**Tenant Confidential Information**” has the meaning given it in Section 7.3.2.

“**Tenant Default**” has the meaning given it in Section 11.1.

“**Tenant’s Indemnified Parties**” has the meaning given it in Section 2.5.

“**Term**” has the meaning given it in Section 2.2.2 hereof.

“**Termination Date**” has the meaning given it in Section 2.2.2 hereof.

“**Total Taking**” has the meaning given it in Section 9.2.

“**Vacated Fambrough Drive Area**” means the approximately North one half (1/2) portion of the existing Fambrough Drive, Lawrence, Kansas, the general location of which is depicted as “Vacated Fambrough Drive Area” on Schedule 1(b) attached hereto which becomes property of the Landlord upon vacation thereof. At Tenant’s expense, within sixty (60) days before or after the City’s vacation of existing Fambrough Drive, a surveyor approved by to Landlord (such approval not to be unreasonably withheld, conditioned or delayed) will perform a survey to determine the legal description of the Vacated Fambrough Drive Area and the Landlord and Tenant will confirm in writing that such is the agreed upon legal description thereof.

1.2. General. Any other term to which meaning is expressly given in this Lease shall have such meaning.

Section 2. LEASE; TERM; CONSTRUCTION OF PROJECT.

2.1. Lease. Landlord agrees to lease the Property to Tenant, and Tenant agrees to lease the Property from Landlord during the Term, on the terms and conditions set forth in this Lease.

2.2. Length of Term.

2.2.1. Possession Date. On the Effective Date Tenant shall receive possession of the Land (as then defined) in its As-Is condition, subject to the residential tenants in the improvements on the 1031 Parcel which expire July 31, 2016 and Landlord’s Reserved Use (as defined in Section 2.4). As additional parcels of real property are added to the definition of Land from time to time Tenant shall receive possession of such portion of the Land being added in its then As-Is condition, subject to Landlord’s Reserved Use.

2.2.2. Original Term. This Lease shall be for a term (“**Term**”) commencing on the Effective Date (the “**Commencement Date**”), and (b) terminating on the

fiftieth (50th) anniversary of the Commencement Date (the “**Termination Date**,” except that if the date of such termination is hereafter advanced to an earlier date or postponed pursuant to any other provision of this Lease, or by express, written agreement of the parties hereto, or by operation of law, the date to which it is advanced or postponed shall thereafter be the “**Termination Date**” for all purposes of this Lease). Notwithstanding anything in this Section 2.2.2 to the contrary, the Tenant may elect, in its sole discretion and even if an Event of Default has occurred and is ongoing, to terminate this Lease with sixty (60) days’ written notice to the Landlord at any time; provided that if any Leasehold Mortgagee has a Leasehold Mortgage in effect, such Leasehold Mortgagee must consent in writing before Tenant may exercise its rights pursuant to this sentence and such Leasehold Mortgagee must release any Leasehold Mortgage or Mortgage placed on any of the Property pursuant to a commercially reasonable release; provided further, that Tenant will be obligated to pay to Landlord any then unpaid portion of the Base Rent and any then accrued but unpaid Additional Rent or other out of pocket costs incurred by Landlord prior to such Termination Date. Notwithstanding anything to the contrary in this Lease, unless the Tenant has caused the 1029 Parcel and the Alley Vacation Area to be added to the Land and completed construction of all of the Phase I Project in accordance with this Lease (such events being the “**Phase I Completion**”) by the end of the forty eighth (48th) calendar month to commence after the Effective Date, then Landlord can give written notice to Tenant to terminate the Lease at any time thereafter and, unless the Phase I Completion has occurred within one hundred eighty (180) days after the date upon which the such notice to terminate was given to Tenant, the Term of the Lease will terminate as of the end of such one hundred eightieth (180th) day and Tenant will have no further rights in any of the Property. Notwithstanding anything to the contrary in this Lease, unless the Tenant has caused the Fambrough Drive Relocation Work and the Phase II Project to be completed in accordance with this Lease (such event being the “**Phase II Completion**”) by the end of the sixtieth (60th) calendar month to commence after the Effective Date, then Landlord can give written notice to Tenant to terminate the Lease at any time thereafter and, unless the Phase II Completion has occurred within one hundred eighty (180) days after the date upon which the such notice to terminate was given the Term of the Lease will end as of the end of such one hundred eightieth (180th) day; provided that if the Tenant has diligently pursued all applications necessary for, and is prepared financially to complete, Phase II, but either the City of Lawrence, Kansas or the University of Kansas (“**KU**”) has prevented Tenant from completing Phase II by such one hundred eightieth day (180th) day, then Tenant can elect, by written notice to Landlord on or before such one hundred eightieth (180th) day, to: (i) delete the Vacated Fambrough Drive Area from the real property that is subject to this Lease or that can ever be added to the Land, and (ii) terminate Tenant’s obligations to pursue and complete the Phase II Project as of the end of such one hundred eightieth (180th) day. No early termination of the Lease will release Tenant from its obligations to surrender the Property in accordance with Section 2.2.3 and perform the obligations which have accrued under the Lease as of the Termination Date or which are to survive the Termination Date under the terms of this Lease.

2.2.3. Surrender. Upon the Termination Date or the sooner termination of the Lease as to any of the Land, Tenant shall, at its expense, vacate the Land, Improvements and Property and deliver to Landlord possession of the portion(s) of the Land, Improvements and Property as to which the Lease has been terminated, free and clear of any liens, encumbrances, Mortgages or other interests of any kind of any Person other than Landlord, Landlord’s lenders, licensees, grantees or the holders of easements, Landlord’s Mortgages, or use rights related to

Landlord's Reserved Use granted or approved in writing by Landlord, free and clear of any Hazardous Substances in violation of Legal Requirements, free and clear of any personal property or improvements except the Improvements required to be constructed under any Phase or otherwise approved by Landlord in writing, with any such Improvements being in compliance with Legal Requirements and in the condition they would have been in as if Tenant had constructed and maintained the same in the condition required under this Lease, ordinary wear and tear excepted.

2.3. Title to and Alterations of Improvements. Notwithstanding any provision in this Lease to the contrary, at all times during the Term of this Lease, the Improvements and all alterations and additions shall be owned by Landlord and Landlord alone shall be entitled to all of the tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions pursuant to the Internal Revenue Code of the United States of America, as amended (the "**IRC Code**") and the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Improvements.

2.4. Landlord's Use of Parking Lot. During the Term and after such Parking Spaces have been constructed, Landlord shall have the exclusive right to use all of the Parking Lot Spaces from 8:00 a.m. until 11:59 p.m. on the dates of all KU home football games and, at Landlord's discretion, three (3) additional events per calendar year any portion of which occurs during the Term for parking cars and other motor vehicles of persons designated by Landlord or its employees, agents or licensees and for other game and event related activities ("**Landlord's Reserved Use**"); provided that, Landlord shall give notice to the Tenant of any such additional event not less than sixty (60) days in advance of such event and Landlord's game or other event related activities may not be of the kind or nature reasonably likely to damage or destroy the Parking Lot Spaces. Tenant, solely at the cost of Persons other than Landlord, shall cause the Property to be free of any cars or other motor vehicles by 8:00 a.m. on such dates and Landlord, solely at the cost of Persons other than Tenant, shall cause the Property to be free of any cars or other motor vehicles by 11:59 p.m. on such dates. To the extent that Landlord fails to comply with its obligations pursuant to the preceding sentence and does not remove such vehicles within twenty four (24) hours after Landlord's receipt of written notice that such vehicles have not been removed on or before the expiration of each Landlord's Reserved Use date and Tenant incurs reasonable, actual out of pocket costs to remove same, Tenant shall be permitted to set off such amounts paid by it against any unpaid rental amounts payable pursuant to this Lease.

2.5. Indemnity by Landlord. Landlord hereby agrees to defend, indemnify, protect and hold harmless Tenant and its member(s), and their respective employees and agents, and Tenant's Leasehold Mortgagee's (the "**Tenant Indemnified Parties**") from and against 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 against the Property, Tenant and/or any Leasehold Mortgagee arising from the intentional actions or negligence of any one or more of Landlord or its employees, agents, licensees and invitees during the Landlord's Reserved Use which causes any material damage to the Improvements or the injury or death of any individuals thereon. Landlord's

liability pursuant to this Section shall be limited to recovery against the insurance policies provided by it pursuant this Agreement.

2.6. Indemnity by Tenant. Tenant hereby agrees to defend, indemnify, protect and hold harmless Landlord and its member(s), and their respective trustees, employees and agents (the “**Landlord Indemnified Parties**”) from and against 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 against the Property or any of the Landlord Indemnified Parties arising from the intentional actions or negligence of any one or more of Tenant or its employees, agents, licensees, and invitees during the Term which causes any material damage to the Improvements or the injury or death of any individuals thereon. Tenant’s liability pursuant to this Section shall be limited to recovery against the insurance policies provided by it pursuant this Agreement.

2.7. Procedure for Indemnity. If any Person entitled to indemnity under either Section 2.5 or 2.6 receives written notice of any action, proceeding or other event that will or may result in a right to indemnity under either Section 2.5 or 2.6 as the case may be (each a “**Matter**”), the Landlord Indemnified Party or Tenant, as the case may be, shall immediately give the Tenant or the Landlord, respectively, written notice thereof. Failure to give such notice, however, shall not relieve party having the obligation to provide such indemnity under this Lease. The party obligated to provide the indemnity under Section 2.5 or 2.6 as the case may be, may direct the defense of, and compromise or defend, at its own expense and using such indemnifying party’s own counsel, such counsel to be reasonably approved by the party entitled to such indemnity (and the party entitled to indemnity shall not, without the consent of the indemnifying party, not to be unreasonably withheld conditioned or delayed, settle or compromise such Matter); provided, further, however, that, the indemnifying party may not so compromise or defend any such Matter that involves the potential imposition of criminal or civil liability on Person entitled to indemnity or a conflict of interest between party entitled to indemnity and any other person to such dispute, claim, litigation or settlement. In any event, the Tenant, Landlord and their respective counsel shall cooperate in the compromise of, or defense against, any such asserted liability. The indemnifying party and the Person entitled to indemnity may participate in the defense of such asserted liability, but such participation by the party entitled to indemnity shall be at its own cost and expense, unless the indemnifying party has not provided an adequate defense against such Matter, as determined by the Person entitled to indemnity, in its reasonable discretion, in which case, such participation shall be at the indemnifying party’s sole cost and expense.

2.8. Construction of Project.

2.8.1. Legal Approvals. As of the Effective Date, it is understood and agreed that none of the Phases have been approved in accordance with any applicable Legal Requirements and that Tenant shall not have a right or obligation to complete a particular Phase pursuant to this Lease until Tenant has obtained all necessary approvals under Legal Requirements (“**Legal Approvals**”) and Landlord’s written consent to the plans for the design and/or construction of the Improvements provided for in such Phase. Tenant agrees to use

commercially reasonable efforts to obtain all necessary approvals for the design and construction of the various Phases outlined herein, as such Phases may be modified or amended in accordance with this Lease. Tenant may not obtain or agree to any Legal Approvals except those which are approved by Landlord in writing; provided that, Landlord will not unreasonably withhold, condition or delay consents to Legal Approvals consistent with the Phases and Improvements expressly permitted under this Lease and the parties understand that no Legal Approvals can be binding upon Landlord, the Land, or the Improvements after the Termination Date. Prior to commencing construction or demolition as part of any Phase, Tenant shall give Landlord copies of the Legal Approvals (including without limitation any plans and specifications incorporated therein) related to such Phase. After completion of demolition and disposal of debris as part of any Phase, Tenant shall provide Landlord with copies of permits and receipts related to the handling and disposal of any Hazardous Substances required to be removed to satisfy Legal Requirements for use of the underlying real property for classrooms or housing and, on or prior to the completion of such work, a Phase One report indicating there is no Hazardous Substances on any of the Land which exists except in compliance with all Legal Requirements in order for the underlying real property to be used for classrooms or housing.

2.8.2. Landlord Cooperation. Landlord agrees, and agrees to cause its affiliate The Kansas University Endowment Association (“**KU Endowment Association**”), to reasonably cooperate during the Term with Tenant with its seeking and obtaining approvals of the demolition and construction of improvements provided for in the respective Phases that are required under Legal Requirements and Legal Approvals. Landlord will not unreasonably withhold, delay or condition Landlord’s approval of any construction plans for the Improvements required or permitted under a given Phase (and any documentation related to the relocation of public right of ways provided for in plans approved in writing by Landlord) so long as they comply and are consistent with Schedule 1(a) in the case of Phase I and Schedule 1(b) in the case of Phase II; provided that, in its sole discretion, Landlord may, excluding the Parking Spaces reflected in such schedules, withhold consent to any improvement or addition or modification thereto which is not provided for in the respective schedule; provided further that, Landlord will have no obligation to consent to any Legal Approvals that would be binding upon Landlord, the Land or the Improvements after the Termination Date. During the Term, Landlord will reasonably cooperate (and, while KU Endowment Association owns or controls Landlord, will cause KU Endowment Association to cooperate) with the Tenant in causing the City to vacate the Alley Vacation Area and the Vacated Fambrough Drive Area as required for the completion of the Phases which involve such areas and the relocation of the public right of way contemplated in such Phases and provided for in plans approved in writing by Landlord and consistent with the attached Schedules; provided that, neither Landlord nor KU Endowment Association will be obligated to incur any costs or assume any obligations in doing so or to agree to anything that would be binding upon Landlord, KU Endowment Association, their respective successors or assigns, the Land or the Improvements after the Termination Date.

2.8.3. Landlord Approval of Contractors; Scope of Work. Landlord shall have the right to approve in writing, with any such approval not to be unreasonably withheld, conditioned or delayed, the contractors and subcontractors performing the work for any Phases selected by Tenant (with it being acceptable for Landlord to disapprove of contractors or subcontractors that KU Endowment Association or its affiliates have in good faith had problems with in the past, are not reasonably creditworthy for the scope of work such parties are

performing, or to the extent any such parties are not carrying insurance reasonably required by Landlord). Landlord reserves the right to condition approval upon receipt of proof that the contractors and subcontractors carry workers compensation insurance that complies with Kansas law and comprehensive general liability insurance that is from insurers licensed to issue insurance in Kansas, has a face amount comparable to the policies Landlord requires its own contractors to carry and names Landlord, KU Endowment Association, and the officers, managers, trustees, employees and agents of each as additional insureds. To the extent Tenant requests any approvals pursuant to this Subsection 2.8.3, Landlord shall review and approve in writing any such changes within five (5) business days of a request by Tenant or shall provide reasonable specificity regarding any disapprovals within such time period. Landlord agrees that it shall reasonably cooperate with Tenant's efforts to construct the parking lot and perform the other work contemplated with respect to the entire Project. Landlord will not unreasonably withhold, condition or delay consent to the use of any contractors and subcontractors required by the City in connection with the performance of Phase II.

2.9 Conveyance of 1029 Parcel. Tenant represents that Tenant or its affiliate has obtained right, title and interest in the 1029 Parcel. Landlord acknowledges that prior to the date hereof, Tenant has provided Landlord with a title commitment and a Phase One environmental report on the 1029 Parcel and within thirty (30) days of the execution hereof Landlord will either provide written approval of or a list of any written objections to the title reflected in such title commitment and the environmental conditions reflected in such Phase One report (the title and conditions reflected in such commitment and Phase One Report to which no objection is made being the "**1029 Permitted Title Matters**"). Tenant may utilize commercially reasonable efforts to resolve any such objections within a commercially reasonable time but in any event must do so before conveying the same to Landlord or commencing construction of the Parking Spaces on the 1029 Parcel. Unless the Termination Date has sooner occurred, after the demolition of existing improvements and removal of Hazardous Substances has occurred but prior to commencing the construction included in the Phase I Project, Tenant shall convey fee simple title to the 1029 Parcel to Landlord by means of recording a special warranty deed to Landlord in the form attached hereto as Exhibit D, a Phase One (or an update of a prior one) indicating the 1029 Parcel has no Hazardous Substances on it except any that may be present with 1029 Parcel is used for classroom or housing purposes in compliance with Legal Requirements that is no more than thirty (30) days old and an ALTA owner's policy, with an insurance amount of [REDACTED] issued in accordance with such title commitment indicating that Landlord has acquired fee simple title to the 1029 Parcel, subject only to the 1029 Permitted Title Matters. Upon the conveyance of the 1029 Parcel to Landlord, Tenant shall have no right to terminate the Lease until completion of the Phase I Project.

Section 3. RENT.

3.1. Base Rent. On or before the soonest of commencement of construction of any Parking Spaces provided for in Phase I, demolition of any existing improvements on the 1029 Parcel or the 1031 Parcel or February 1, 2017, Tenant will pay Landlord, without demand, deduction or set-off, at such place as Landlord shall from time to time direct by written notice to Tenant, an installment of Base Rent equal to: (a) the appraised value of the STADPKG Parcels [REDACTED] and (b) the out of pocket expenses incurred by Landlord (and if requested to participate in any proceedings pursuant hereto, KU Endowment Association) heretofore and

hereafter, in connection with the negotiation and performance of this Lease, the design, construction or financing of the Improvements, less any portion of such sum which is reimbursed to Landlord from a third party (collectively, the "Base Rent"); provided that, if the Termination Date occurs before the date upon which Tenant commences any construction or demolition work provided for in Phase I, Tenant will only be required to pay to Tenant the portion of the Base Rent provided for in (b) above and shall, within thirty (30) days of the Termination Date, receive a reimbursement of any Base Rent paid pursuant to this Lease, and a reconveyance of the 1029 Parcel by means of recording a commercially reasonable special warranty deed to Tenant or its designee and an ALTA owner's policy, with an insurance amount selected by Tenant and with such policy being paid for by Tenant, issued in accordance with such title commitment indicating that Tenant or such designee has acquired fee simple title to the 1029 Parcel, subject only to the 1029 Permitted Title Matters and any other matters caused by the acts or omissions of Tenant or its affiliates; provided that, the reimbursement amounts hereunder shall be reduced by both the reasonable forgone rental amounts suffered by Landlord for KU student year 2016/2017 due to Landlord not leasing its residential units located on the 1031 Parcel and any actual out of pocket expenses that Tenant is responsible for hereunder.

3.2. Net Lease. Landlord and Tenant intend that except as otherwise expressly provided herein (i) the Base Rent shall be net to Landlord, so that Tenant's payments to Landlord shall yield to Landlord the net Base Rent set forth herein, together with the Additional Rent (as herein defined) during the Lease Term, (ii) Tenant shall pay all costs, expenses and obligations which accrue or become due during the Term of this Lease, of every kind relating to the Property, relating to the design, zoning, permitting construction, operation, maintenance, repair and reconstruction of any Improvements on any of the Land, or relating to fees, costs, expenses, fines, penalties and obligations attributable to the use of the Property during the Term or to the failure of Tenant to fulfill its obligations hereunder, and (iii) Tenant shall pay all actual out of pocket expenses of Landlord related to this Lease, including, without, limitation, costs related to the negotiation of this Lease.

3.3. Additional Rent. By the anniversary of the Commencement Date in each calendar year during any portion of the Term and within sixty (60) days after the Termination Date, Tenant shall pay to Landlord as Additional Rent the out of pocket expenses incurred by Landlord or KU Endowment Association in their performance of this Lease (other than the costs Landlord is liable for related to Landlord's Reserved Use in Section 2.4) or in curing at Landlord's option any defaults by Tenant hereunder, in the design, zoning, permitting construction, operation, maintenance, repair and reconstruction of any Improvements on any of the Land or in curing any default of Tenant's obligations hereunder, less any portion of such sum which was previously reimbursed to Landlord by Tenant or a third party; provided that, at least thirty (30) days prior to such anniversary date and no later than thirty (30) days after such Termination Date Landlord will notify Tenant in writing of such amounts accrued but not reimbursed since the last portion of Additional Rent was paid.

3.4. Personal Property Taxes. Tenant shall pay and provide to Landlord proof of payment thereof at least ten (10) days before the same would be delinquent or, at Landlord's election, shall pay to Landlord as Additional Rent within ten (10) days of request therefor, all taxes, special assessments, excise taxes, payments in lieu of taxes and other governmental impositions of every kind and nature whatsoever, levied, assessed, or imposed upon or against

any personal property and trade fixtures on the Land, Improvements or Property for any period of time, any portion of which occurs after the Effective Date and on or before the date of Tenant's vacation of the Property in accordance with the provisions of this Lease at the end of the Term, whether the same are assessed or due prior to, during or after such period.

3.5. Real Estate Taxes. Tenant shall pay and provide to Landlord proof of payment thereof at least ten (10) days before the same would be delinquent or, at Landlord's election, shall pay to Landlord as Additional Rent within ten (10) days of request therefore, all taxes, special assessments, excise taxes, payments in lieu of taxes and other governmental impositions of every kind and nature whatsoever, levied, assessed, or imposed upon or against the Land, and all fixtures and improvements on the Land for any period of time, any portion of which occurs after the Effective Date and on or before the date of Tenant's vacation of the Land in accordance with the provisions of this Lease at the end of the Term, whether the same are assessed or due prior to, during or after such period.

3.6. Partial Year Taxes. Tax and assessment payments for any partial years shall be prorated except that Tenant will pay, or cause parties other than Landlord and KU Endowment Association to pay, taxes and assessments on the 1029 Parcel for the year in which the Effective Date occurs.

3.7. Property Tax Appeals. Tenant, at its expense, may attempt to obtain a lowering of the assessed valuation of the Property for any year for the purpose of reducing taxes thereon or an elimination of such taxes in their entirety. In such event, upon Tenant's request, Landlord shall use its reasonable efforts to cooperate with Tenant in such endeavor, at Tenant's expense.

Section 4. USE OF PROPERTY.

4.1. Nature of Use. During the Term Tenant may only use the Land and Improvements constituting the Property for the completion of the Phases permitted thereon, the maintenance of the Improvements permitted under this Lease thereon and, in compliance with the provisions of this Lease and Legal Requirements, as a parking lot for the parking of cars and other motor vehicles of Tenant's tenants, employees, agents, licensees, subtenants, and invitees living or working at the CA Student Housing Project; provided that, no Person will be given a sublease or license to park in any of the Parking Lot Spaces which exceeds the shorter of the balance of the Term or one (1) year.

4.2. Compliance with Legal Requirements and Environmental Laws. During the Term, Tenant, at Tenant's expense, shall cause the Property, including all Improvements, to be maintained and operated in compliance with all Legal Requirements. During the Term, Tenant, at Tenant's expense, in its use of the Land and Improvements or the demolition, disposal and construction, repair, maintenance, reconstruction and replacement of improvements on the Land, shall not: (a) except with respect to removal or disposals to be performed in accordance with Legal Requirements as part of the Phases necessary to use the real property for housing or classrooms or otherwise under this Lease, cause or permit the escape, disposal or release of any Hazardous Substances brought onto or removed from the Property by Tenant or its agents or contractors, or (b) allow the storage or use of such Hazardous Substances in any manner not

permitted by Legal Requirements for the storage and use of such substances or materials on real property used for housing or classrooms or otherwise not permitted in this Lease. If any lender or governmental agency reasonably requires testing to ascertain whether or not there has been any release of Hazardous Substances on the Property for which Tenant is responsible hereunder while this Lease is in effect, then the costs thereof shall be paid by Tenant if such requirement applies to the Property.

4.3. Representations, Warranties and Covenants of Landlord. As an inducement to Tenant to enter into and proceed under this Lease, Landlord warrants and represents to Tenant as follows, which warranties, representations and covenants are true and correct as of the date of this Lease:

(a) Landlord has the right, power and authority to enter into this Lease, to lease the STADPKG Parcels to Tenant and to perform all of Landlord's obligations in accordance with the terms, provisions and conditions contained in this Lease and by the Commencement Date no other party will have any rights to or in connection with the STADPKG Parcels except for residential leases of apartments in the existing improvements on the 1031 Parcel which expire on July 31, 2016 and any agreements, licenses or leases that relate to the Landlord's Reserved Use; provided that, it is understood and agreed that Landlord may enter into non-exclusive utility easements with respect to the STADPKG Parcels so long as such easements do not materially and adversely affect the Tenant's ability to use such STADPKG Parcels as a parking lot in accordance with this Lease and does not reduce the amount of available parking spaces for the CA Student Housing Project and it is further understood and agreed that Landlord will not be in default of this Lease if an entity with condemnation powers condemns any other type of easement or title to any portion of the Property; provided further that any costs incurred by Landlord in a condemnation proceeding necessitated because Tenant would not consent to a grant of easement or fee title by Landlord in lieu of a condemnation shall be Additional Rent owed by Tenant to Landlord;

(b) there is no litigation proceeding, or other action pending or, to the best knowledge and belief of Landlord, threatened, affecting the STADPKG Parcels or Landlord's estate therein;

(c) Landlord has received no written notice, and Monte Soukup, the Senior Vice President for Property of the sole member of the Landlord ("**Senior Vice President for Property**"), has no actual knowledge, that there is any pending or threatened condemnation, building or zoning code violation relating to all or any part of the STADPKG Parcels;

(d) Landlord has received no written notice, and the Senior Vice President for Property has no actual knowledge, that any party holding an easement affecting the STADPKG Parcels or any part thereof intends to expand the exercise of any such easement beyond the scope of the present exercise thereof (as by replacing or expanding existing facilities, conduits (including underground or overhead wires, cables or pipes) or systems for sewers, water, electric, gas, cable and other utilities);

(e) the entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein will not, or with the

giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreement relating to the STADPKG Parcels to which Landlord is a party or by which it is bound other than the residential leases in the improvements on the 1031 Parcel which expire July 31, 2016;

(f) except for the residential leases in the improvements on the 1031 Parcel which expire July 31, 2016, the STADPKG Parcels are unoccupied and vacant, and there is no tenant, lessee or other occupant of the STADPKG Parcels having any right or claim to possession or use of the STADPKG Parcels; and possession of the STADPKG Parcels is hereby delivered, effective as of the Commencement Date, free of the rights or claims of any tenants, occupants or other parties in possession of, or claiming any right to possession or use of the STADPKG Parcels;

(g) there are no unpaid special assessments of which Landlord has received notice for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the STADPKG Parcels;

(h) there are no outstanding notices of, nor, to Landlord's knowledge, any violations of any applicable Legal Requirements affecting any portion of the STADPKG Parcels;

(i) except for the residential leases in the improvements on the 1031 Parcel which expire July 31, 2016 or any agreements, licenses or leases that can be satisfied as part of the Landlord's Reserved Use, Landlord is not obligated under any contract, lease or agreement, oral or written, with respect to the ownership, use, operation or maintenance of the STADPKG Parcels that will interfere with Tenant's use of the Land permitted hereunder; and

(j) Landlord covenants and agrees that, so long as no Tenant Default has occurred and is continuing, Landlord shall not, directly or indirectly, take actions like the filing of bankruptcy or other similar actions in an effort to void, in whole or in part, Landlord's obligations and liabilities and Tenant's rights under this Lease and any assignment or conveyance of the Land or rights under this Lease by Landlord during the Term will be subject to Landlord's obligations hereunder.

Section 5. OPERATING EXPENSES.

5.1. Operating Expenses.

5.1.1. Tenant's Obligation. Excluding costs that Landlord is to pay in connection with the exercise of Landlord's Reserved Use under Section 2.4, Tenant will pay (or cause to be paid) directly to the providers of such services all costs and expenses attributable to or incurred in connection with the development, construction, completion, marketing, leasing and occupancy of the Land, Property and the Improvements (collectively, "**Operating Expenses**") including without limitation (a) all water, sewer and trash disposal services; and (b) all rehabilitation, maintenance, repair, replacement and rebuilding of the Improvements including, without limitation, (i) all landscaping, maintenance, repair and striping of all parking areas; (ii) all insurance premiums relating directly to the Property and the Improvements (including, without limitation, Landlord's actual out of pocket incremental expenses for

obtaining a commercially reasonable general liability insurance policy with a reasonably reputable insurer and amount of insurance); and (iii) the cost and expenses of all capital improvements or repairs required by any governmental or quasi-governmental authority having jurisdiction over the Property or the Improvements.

5.1.2. Permits and Licenses. Tenant shall procure, or cause to be procured, at Tenant's sole expense, any and all necessary permits, licenses, entitlements, or other authorizations required by any governmental authority for Tenant's use of the Property permitted under this Lease, including, without limitation those for demolition, disposal of debris, construction and operation of improvements permitted hereunder; provided that, upon Tenant's request Landlord will cooperate (and will cause KU Endowment Association to cooperate), at Tenant's sole expense, with Tenant in obtaining such permits, licenses, easements and other authorizations required. Tenant shall procure, or cause to be procured, at Tenant's sole expense, all permits, licenses, easements and other governmental authorizations that are necessary or helpful for electric, water, sewer, drainage, access and such other public or private utilities or facilities reasonably necessary or desirable for Tenant's use of the Property permitted herein; provided that upon Tenant's request Landlord will cooperate, at Tenant's sole expense, with Tenant in obtaining such permits, licenses, easements and other governmental authorizations; provided further, that the location of all such utility facilities must be approved in writing by Landlord, not to be unreasonably withheld, conditioned or delayed.

5.1.3. Landlord's Cooperation. If requested by Tenant, Landlord agrees to use Landlord's reasonable efforts (and in connection with seeking the initial Legal Approvals and thereafter while KU Endowment Association is the sole owner of or controls Landlord, Landlord shall cause KU Endowment Association to make reasonable efforts), at Tenant's expense, to assist Tenant to obtain waiver, reduction or deferral, as applicable, of all fees and other charges otherwise payable in connection with obtaining any permits, licenses, easements and other authorizations required by any governmental authority with respect to any construction or other work to be performed on the Property in connection with the Improvements permitted hereunder; provided that, Tenant must pay any amounts so deferred on or before the Termination Date.

Section 6. INSURANCE.

6.1. Insurance to be maintained by Tenant. Tenant shall maintain, at its expense, throughout the Term from insurers licensed to issue such policies in Kansas that are reasonably acceptable to Landlord, a casualty insurance policy for the replacement value of the Improvements and a commercial general liability insurance policy with a limit of at least [REDACTED] per occurrence, [REDACTED] aggregate with at least a [REDACTED] umbrella which names Landlord, KU Endowment Association, and their respective members, trustees, officers, employees and agents as additional insureds thereunder. Tenant shall provide Landlord with a certificate of insurance evidencing the insurance required hereunder. Tenant shall cause its contractors and subcontractors to maintain insurance required under Section 2.8.3.

6.2. Insurance to be maintained by Landlord. Landlord shall maintain throughout the Term from insurers licensed to issue such policies in Kansas a commercial general liability insurance policy with a limit of at least [REDACTED] per occurrence,

██████████ aggregate with a ██████████ umbrella which names Tenant and the most recent holder of a Leasehold Mortgagee permitted hereunder of which Landlord has received written notice as an additional insured thereunder. Tenant shall pay to Landlord as Additional Rent the incremental increase in cost of any policy that covers the Property and any other property, as reasonably determined by Landlord.

6.3. Insurance Policies. All insurance policies required under this Section 6 will expressly provide that such policies will not be canceled or altered without thirty (30) days' prior written notice to any additional insureds.

6.4. Primacy of Insurance Policies. As between the policies of insurance maintained by Landlord and Tenant with respect to the Property, the policies of insurance required to be maintained by Tenant pursuant to Section 6.1 shall provide primary coverage during the Term except that during the Landlord's Reserved Use the insurance required to be maintained by Landlord under Section 6.2 shall provide primary coverage.

6.5. Waiver of Subrogation. Tenant and Landlord each hereby release and relieve the other (and Landlord's sole member) and waive their entire right of recovery against the other (and Landlord's sole member), for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party, whether due to the negligence of Landlord or Tenant or their agents, employees, contractors or invitees. If necessary, all property insurance policies required under this Lease shall be endorsed to so provide.

Section 7. ALTERATIONS AND MAINTENANCE; ESTOPPEL CERTIFICATES; ASSIGNMENTS AND SUBLETTING.

7.1. Alterations and Maintenance. During the Term, at Tenant's sole expense, Tenant shall maintain and, to the extent necessary repair or reconstruct, the Improvements in accordance with Legal Requirements and the plans approved therefor by Landlord, so that at all times the same are usable as a parking lot in compliance with all Legal Requirements and are in good condition, ordinary wear and tear and casualty excepted.

7.2. Estoppel Certificates. Landlord and Tenant agree that at any time and from time to time upon not less than twenty (20) business days' prior written notice by the other party, or upon request from the investor member, a permitted assignee, lender or other interested party, Landlord or Tenant will execute, acknowledge and deliver to the other party and such other Persons requested by such other Person (including any Leasehold Mortgagees) a statement in writing certifying and agreeing (which statement may be part of, without limitation, any Landlord Acknowledgment (defined below)): (a) that this Lease is unmodified (or if modified, stating such modifications) and in full force and effect; (b) the date through which the Rents have been paid; (c) that, to the knowledge of the certified (if such be the case), there is no default, set-off, defense or other claim against Landlord or Tenant, as applicable, other than those, if any, so specified under the provisions of this Lease; and (d) any other information requested and agreed to as part of Landlord Acknowledgment; provided that, neither party will be obligated to execute more than three (3) estoppel certificates in a twelve (12) month period. It is intended that any such statement may be relied upon by any such Persons.

7.3. Assignment and Subletting.

7.3.1. By Landlord. Landlord shall not voluntarily transfer, sell, assign, convey or otherwise encumber all or any portion of its interest in the Property or this Lease, except in a transaction that is subject to the terms of the Lease; provided that, Landlord may mortgage Landlord's interest in the Property so long as any such mortgage shall be subject and subordinate to this Lease and the applicable lender provides Tenant with a commercially reasonable subordination, non-disturbance and attornment agreement.

7.3.2. By Tenant. Except as permitted under Section 4.1 or with Leasehold Mortgages permitted by Section 10, Tenant may not license, transfer, sell, assign or sublet all or any portion of its interest in any portion of the Property and this Lease without the prior written consent of the Landlord which may be granted or withheld in its sole discretion; provided that, during the Term at a time that a Tenant Default has not occurred and is continuing, Landlord will not have consent rights under this Section 7.3.2 with respect to: (i) subleases or licenses of Parking Spaces which have a term of less than the lesser of one (1) year or the remainder of the Term and which either: (A) relate to a Parking Lot Space within the Phase I area and do not commence until Phase I has been completed in accordance with this Lease and the Legal Approvals, or (B) relate to a Parking Lot Space within the Phase II area and do not commence until Phase II has been completed in accordance with this Lease and the Legal Approvals (collectively, "**Resident Parking Agreements**"), (ii) the granting of a Leasehold Mortgage to a Leasehold Mortgagee which complies and has been approved in accordance with Section 10, or (iii) a sale or transfer of Tenant's interests in the Lease to a New Qualified Owner (defined below) after Phase I has been completed in accordance with this Lease and the Legal Approvals. For purposes of this Agreement, a "**New Qualified Owner**" shall be an owner that, after simultaneously acquiring fee simple title to the CA Student Housing Project and Tenant's interests under this Lease, has at least [REDACTED] in Net Worth (defined below). "**Net Worth**" shall mean the net worth of the Tenant calculated using Generally Accepted Accounting Practices, consistently applied. No license, transfer, sale, assignment or sublease shall release the Tenant as of the Effective Date from any obligations or indebtedness of Tenant hereunder in connection with Phase I or, unless the Vacated Fambrough Drive Area already has been deleted from the real property that is subject to this Lease or that can ever be added to the Land in accordance with Section 2.2.2 prior to such license, transfer, sale, assignment or sublease, the obligations or indebtedness of Tenant hereunder with respect to Phase II. Excluding Resident Parking Agreements which shall require no notice to Landlord, at least twenty (20) days prior to any other transfer, sale, assignment or sublease of Tenant's rights in this Lease, Tenant shall give Landlord written notice of the name, address and reasonable evidence of the Net Worth of each Person to which Tenant intends to transfer, sell, assign or sublease all or any portion of its interests in any portion of the Property pursuant to this Lease; provided that, such transfer, sale or assignment shall not occur if: (i) within such twenty (20) days Landlord notifies Tenant that Landlord reasonably disputes that the proposed transferee or assignee is a New Qualified Owner and Landlord therefore declines to consent thereto, or (ii) the Phases have not been completed in accordance with this Lease and the Legal Approvals and a commercially reasonable certificate and acknowledgment from the Tenant has not been provided to Landlord evidencing that Tenant agrees that it remains liable under this Lease until such Phases are completed or, in the case of Phase II, is no longer applicable under this Lease by virtue of Section 2.2.2. Any information provided to Landlord pursuant to this Section 7.3.2 for purposes of either proving the Net Worth

of a potential New Qualified Owner or regarding the possibility of a sale or transfer of Tenant's interests in the Lease and/or CA Student Housing Project to another party shall be collectively referred to herein as the "**Tenant Confidential Information**"; provided that, Tenant Confidential Information does not include any information which:

- (a) is or becomes generally known or available to the public through no act or failure to act by the Landlord or its officers, board members, or employees;
- (b) is or becomes known to the Landlord from a third party in rightful possession thereof and owing no obligation of confidentiality to the Tenant; or
- (c) was in the possession of the Landlord or any of its officers, board members, or employees prior to the time of disclosure on a non-confidential basis.

The Landlord agrees that, after the date of receipt of any Tenant Confidential Information, except as Landlord may be required to use or disclose the same by law, by an order of a court or agency of competent jurisdiction, in a proceeding to enforce this Lease, or in connection with the filing or audit of tax returns of Landlord or KU Endowment, it will:

- (a) not use, or authorize the use of, such Tenant Confidential Information for any purpose other than for the purpose of considering if the proposed transferee is a New Qualified Owner (the "**Purpose**");
- (b) hold such Tenant Confidential Information in strict confidence and protect such Tenant Confidential Information with the same degree of care normally used to protect its own similar Tenant Confidential Information (but no less than a reasonable degree of care);
- (c) not disclose such Tenant Confidential Information to any person other than its member and those of its and its member's officers, executive committee or board members, owners, agents, advisors, consultants or affiliates who (i) reasonably need to know such Tenant Confidential Information to effectuate the Purpose, and (ii) are advised of the confidential and proprietary nature of such Tenant Confidential Information and are bound by contractual, legal or professional confidentiality obligations prohibiting the further use and disclosure of such Tenant Confidential Information; and
- (d) not copy or reproduce all or any part of such Tenant Confidential Information in any medium, except as may be strictly necessary to effectuate the Purpose.

Section 8. FIRE AND OTHER CASUALTIES. Tenant shall give prompt notice to Landlord after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Property, the Improvements or any portion thereof (hereinafter sometimes referred to as a "**Casualty**") and Tenant shall repair or restore the Improvements within one hundred eighty (180) days after the date upon which the Casualty occurred to as good or better condition as existed prior to the Casualty.

Section 9. CONDEMNATION.

9.1. **Notice of Taking.** Forthwith upon receipt by either Landlord or Tenant of notice of the institution of any proceedings for the taking or condemnation of all or a portion of the Property or Improvements by the government of the United States, State of Kansas, City of Lawrence, or any other governmental authority, or any corporation under the right of eminent domain (a "**Taking**"), the party receiving such notice shall promptly give notice thereof to the other, and each party may also appear in such proceeding to make a claim on their respective behalf and be represented by counsel, who may be counsel for the party receiving such notice.

9.2. **Total Taking.** In the event of a permanent Taking of the fee title to all of the Land (a "**Total Taking**"), this Lease shall thereupon terminate as of the effective date of such Total Taking except that any Base Rent, Additional Rent or other amounts payable or obligations owed by the Tenant to the Landlord as of the date of said Total Taking shall be paid or otherwise carried out in full. In the event of a Total Taking, the parties will each seek and retain their own respective compensation from the condemning authority.

9.3. **Partial Taking; Procedures and Criteria for Course of Action.** In the event of a permanent Taking of all or less than all of the Property (a "**Partial Taking**"), if Tenant reasonably determines that the continued use and occupancy of the remainder of the Property by the Tenant is or can reasonably be made to be economically viable, structurally sound, and otherwise feasible based upon the amount of eminent domain proceeds available for the purpose of paying for such restoration (the "**Restoration Criteria**"), then, upon receipt of the consent of the Leasehold Mortgagees, the entire compensation award attributable to the loss of or damage to the Improvements shall be applied to restoration of the Property and the Property shall be restored pursuant to Section 9.4; provided that any portion of the compensation award attributable to the taking of fee title to or an easement on any of the Land will be paid to Landlord. If the Tenant decides that the Restoration Criteria are not met or the Leasehold Mortgagees do not agree to allow the compensation award attributable to the loss of or damage to the Improvements to be used for restoration, then Landlord will be entitled to the compensation awarded for the Improvements and Landlord may terminate the Lease by giving a notice to the Tenant of its election to do so within sixty (60) days after such Partial Taking and the Term shall end sixty (60) days after the giving of such notice except that Tenant will still owe the Landlord any Rent or other indebtedness or obligations which accrued prior to such termination.

9.4. **Restoration.** If a decision is made pursuant to Section 9.3 to restore the remainder of the Property following receipt of a compensation award for the Improvements, the Tenant shall promptly proceed, at its expense, to commence and complete the restoration pursuant to the provisions of Section 9, using the compensation award for the Improvements for such restoration, with any excess remaining after the completion of the restoration being payable to Tenant and Landlord in equal shares. If Tenant has decided pursuant to Section 9.3 to restore the remainder of the Property, and if the cost of the restoration shall exceed the amount of the compensation awarded for the Improvements, the deficiency shall be paid by Tenant.

9.5. **No Waiver; No Change in Rents.** No provisions in this Lease limit the rights of either the Landlord or Tenant to seek compensation from a condemning authority as

provided by statute, common law, or the United States Constitution. Unless hereafter agreed Landlord will not have any obligation to refund any portion of the Base Rent or Additional Rent previously paid or result in any adjustment in the Additional Rent over the remainder of the Term.

Section 10. LEASEHOLD FINANCING

10.1 From time to time, so long as a Tenant Default (defined below) has not occurred and is continuing under this Lease and there is then no event or condition which, with the passage of time, the giving of notice or both would constitute or give Landlord the option to declare a Tenant Default, Tenant may grant a Leasehold Mortgage on Tenant's leasehold estate created under this Lease solely to secure indebtedness incurred by Tenant that consists of only part or all of Tenant or its affiliate's costs related to the acquisition of any portion of the Land, costs of construction and demolition provided for in the Phases, and costs of operating, maintaining, repairing or replacing any of the Improvements expressly permitted hereunder or in writing by Landlord (together with sums advanced by the Leasehold Mortgagee (defined below) for Leasehold Mortgagee to cure a Tenant Default under this Lease or otherwise to repair or maintain such permitted Improvements as provided in the applicable Leasehold Mortgage (defined below), collectively, the "**Permitted Indebtedness**") by (i) executing one or more Mortgages on Tenant's leasehold interests created hereunder which comply with the provisions of this Section 10.1, (each a "**Leasehold Mortgage**"); and (ii) delivering to Landlord an acknowledgment in a form reasonably required by Landlord (each a "**Lender Acknowledgment**") that complies with the provisions of Section 10.2 and is executed by the holder of the Leasehold Mortgage which is unrelated to Tenant (a "**Leasehold Mortgagee**") and Tenant. If Tenant grants or suffers any Mortgage or any other mechanics, materialmens' or other lien, security interest, collateral assignment or encumbrance of any type whatsoever (other than for real property taxes not yet due) on the leasehold estate created in this Lease, the Land, any improvement thereon or any subleases or licenses permitted hereunder other than a Leasehold Mortgage as defined in this Article 10 or if any Leasehold Mortgage secures indebtedness or obligations in addition to the Permitted Indebtedness, then, in either case, at the option of Landlord, the same will be a Tenant Default under this Lease. Notwithstanding anything else to the contrary in this Section 10.1, a Leasehold Mortgage may also encumber the CA Student Housing Project and the lien of such Leasehold Mortgage on the CA Student Housing Property or any lease or other interest therein may secure indebtedness or obligations in addition to the Permitted Indebtedness so long as in accordance with Section 10.3 the Landlord approves in writing the form of the Leasehold Mortgage prior to the recording thereof to ensure that as to the lien of the Leasehold Mortgage on the leasehold created by this Lease the amount secured is no greater than the Permitted Indebtedness, which approval will not be unreasonably withheld, delayed or conditioned. The Leasehold Mortgage may contain a cross-default with Mortgages on property other than the leasehold created hereunder, the CA Student Housing Property or any lease or other interest therein, but may not also encumber such other property. The Leasehold Mortgage may provide that the holder of the Leasehold Mortgage may foreclose the same against the leasehold created hereby and against the CA Student Housing Property simultaneously pursuant to the same legal proceeding.

10.2 The Lender Acknowledgment will provide that:

10.2.1 While the Leasehold Mortgage remains unsatisfied the Leasehold Mortgagee, simultaneously with sending the same to Tenant, will give Landlord a copy of each notice of default or of a right to cure that the Leasehold Mortgagee sends to the Tenant which relates to the Leasehold Mortgage or any other related loan documents;

10.2.2 During the Term while a Leasehold Mortgage of which Landlord has written notice remains unsatisfied, the Landlord, simultaneously with sending the same to Tenant, will give Leasehold Mortgagee a copy of each notice sent by Landlord which either (a) declares a Tenant Default or (b) commences a right to cure period under Section 11.1(b) and shall permit the Leasehold Mortgagee to cure any default within the period provided in Section 11.1(b); provided that, if Landlord fails to give such notice of Tenant Default or right to cure, then the Leasehold Mortgagee shall have the right to cure such Tenant Default or to complete such cure by the later of: (1) the thirtieth (30th) day after the later date Landlord does give Leasehold Mortgagee such a notice, and (2) the outside date by which Tenant has to cure the applicable Tenant Default;

10.2.3 Within thirty (30) days after the deadline for the Tenant to cure any default by Tenant under the Leasehold Mortgage and any related loan documents (or within (5) business days after Landlord's receipt of written notice regarding the failure of Tenant to pay amounts due and owing under the Leasehold Mortgage or any related loan documents), Landlord may, but need not, cure any default by Tenant under the Leasehold Mortgage and any related loan documents; provided that, any amounts which Landlord pays or incurs to effect any such cure shall immediately be due and payable by Tenant to Landlord as Additional Rent; and further provided that, Landlord's ability to cure Tenant's defaults pursuant to this Section shall not prevent Leasehold Mortgagee from, at its option, enforcing any rights or remedies available to it under the Leasehold Mortgage or any other related loan documents during Landlord's optional cure period while such Tenant default remains uncured;

10.2.4 The Leasehold Mortgage and the rights, title and interests of Leasehold Mortgagee and its successors and assigns, whether through foreclosure or assignment in lieu of foreclosure or otherwise, in the Tenant's leasehold created hereunder are, and upon any foreclosure of the Leasehold Mortgage or assignment of the leasehold in lieu of foreclosure will not exceed the rights of Tenant under this Lease so that any successor in interest to the rights, title and interests of the Tenant will have no fewer obligations than the Tenant does under this Lease and will be liable for performing any unperformed obligations of the Tenant, whether they occur before or after any such foreclosure or assignment in lieu thereof.

10.2.5 Any other commercially reasonable representations, warranties or covenants related to the Leasehold Mortgage requested by the applicable Leasehold Mortgagee and reasonably acceptable to Landlord; provided that, Landlord may withhold, for any or no reason, Landlord's consent to any requested representation, warranty or covenant that is inconsistent with the provisions of this Lease or any other written agreement hereafter made by Landlord and Tenant or which does, or in the future could, impose obligations or liabilities upon, or lessen the rights of, the Landlord.

10.3 Each time that Tenant enters into a Leasehold Mortgage or amends an existing Leasehold Mortgage or the loan documents, or portions thereof, reasonably related to the Leasehold Mortgage, at least five (5) business days prior to executing and, as applicable, recording the same, Tenant shall provide Landlord a copy of each such document and all amendments or modifications thereof and an address to which notices are to be sent to such Leasehold Mortgagee, during which five (5) business day period Landlord may approve in writing the form of the Leasehold Mortgage or provide written objections as to why the form presented does not comply with Section 10.1; provided that, Tenant will not enter into or record a Leasehold Mortgage that Landlord has given such objections to until such objections have been resolved.

10.4 So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the Land and the leasehold estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord, by Tenant or by a third party, by purchase or otherwise.

10.5 Tenant shall cause any Mortgage, mechanics lien, materialmen's lien, security interest, collateral assignment or other lien or encumbrance (other than for real property taxes not yet due) which does not constitute a Leasehold Mortgage permitted hereunder to be released by the sooner of ten (10) days after Landlord's written demand therefor or the sooner date by which the holder thereof may exercise any rights to enforce the same against the leasehold created hereunder, the Land, the improvements thereon or any of the Property.

Section 11. DEFAULT.

11.1. **Tenant Default.** If any one or more of the following events shall have occurred and has not been remedied as hereinafter provided (each a "**Tenant Default**");

(a) Tenant's failure to pay any installment of Base Rent or Additional Rent on or within ten (10) days after the date the same is due and payable under the provisions of this Lease (or if no time for payment is otherwise specified in this Lease, then by twenty (20) days after written demand therefor from Landlord to Tenant);

(b) Tenant's failure to perform any of the other covenants, conditions and agreements herein contained on Tenant's part to be kept or performed within thirty (30) days after Landlord's written notice to Tenant specifying in the nature of such failure; or

(c) Tenant becoming the subject of a voluntary or involuntary bankruptcy, insolvency or other similar proceeding which is not dismissed within ninety (90) days of being instituted or the making by Tenant of an assignment for the benefit of creditors of substantially all of its assets;

then Landlord may give to Tenant a notice that Landlord has declared Tenant to be in default under this Lease; provided that if Landlord gives notice of a failure to perform a covenant, condition or agreement herein contained which cannot reasonably be cured within such thirty (30) day period, then the cure period shall be extended so long as Tenant, after receiving notice, commences to cure same within the thirty (30) day period and proceeds to cure the default as

soon as reasonably possible; provided that such extension will not exceed one hundred eighty (180) days.

11.2. **Landlord Remedies.** After giving Tenant a notice that Landlord has declared Tenant to have committed a Tenant Default under this Lease or if Tenant fails to cure a breach of a covenant, condition or agreement in the time frame therefor in Section 11.1(b) or to dismiss a proceeding in the time frame specified in Section 11.1(c), Landlord may do any one or more of the following:

- (a) sue Tenant for damages caused by such default;
- (b) seek specific performance of Tenant's obligations under this Lease;
- (c) enter the Land, Improvements and Property and cure Tenant's default in which case the costs incurred by Landlord in curing such default will become Additional Rent that is immediately due upon demand by Landlord; or
- (d) terminate this Lease upon a date specified in any subsequent notice given to Tenant and to any then Leasehold Mortgagee holding a Leasehold Mortgage of which Landlord has written notice; provided that if there is then a Leasehold Mortgage of which Landlord has written notice such termination of the Lease cannot be effective sooner than the date upon which the Leasehold Mortgagee's right to cure under Section 10.2.2 has expired.

Upon any termination of the Lease by Landlord due to a Tenant Default, in addition to and without prejudice to any other rights and remedies the Landlord may have, the Landlord may re-enter the Land, Improvements and Property, recover possession thereof and dispossess any or all occupants of the Land, Improvements and Property and/or exercise any other rights or remedies which Landlord has under applicable law.

11.3. **Survival of Certain Tenant Obligations.** Notwithstanding any termination of the Lease due to a Tenant Default, Tenant's obligations accrued hereunder, including without limitation to pay Base Rent or Additional Rent and to indemnify the Landlord for events or conditions which occur or exist as of the date of Tenant's vacation of the Property will survive and remain binding upon the Tenant.

11.4. **Landlord Default.** If Landlord fails to perform any of the covenants, conditions and agreements herein contained on Landlord's part to be kept or performed within forty-five (45) days after Tenant's written notice to Landlord specifying in the nature of such failure; then Tenant may give to Landlord a notice that Tenant has declared Landlord to be in default under this Lease; provided that if Tenant gives notice of a failure to perform a covenant, condition or agreement herein contained which cannot reasonably be cured within such forty-five (45) day period, then the cure period shall be extended so long as Landlord, after receiving notice, commences to cure same within the forty-five (45) day period and proceeds to cure the default as soon as reasonably possible; provided that such extension will not exceed one hundred eighty (180) days. If Landlord fails to timely cure a default by Landlord under this Lease, then Tenant's sole remedy will be to sue Landlord for actual (but not consequential) damages caused by such default or to seek specific performance of such cure.

Section 12. NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and delivery is made either by (i) personal delivery, in which case the notice shall be deemed received the date of such personal delivery or refusal of receipt, or (ii) nationally recognized overnight air courier service, next day delivery, prepaid, in which case the notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier service or refusal of receipt. All notices required or permitted to be given under this Lease shall be deemed given in accordance with the foregoing paragraph of this Section 12, and addressed as set forth in Exhibit B. Any party may change its address by timely notice to the other party.

Section 13. GENERAL.

13.1. Effectiveness. This Lease shall become effective on and only on its execution and delivery by each party hereto.

13.2. Recordation. Tenant agrees not to record this Lease, but each party hereto agrees to execute a Memorandum of Lease in the form attached hereto as Exhibit C and Landlord hereby consents to Tenant recording said Memorandum, and such Memorandum shall be amended and updated upon the request of any party when any additional Land becomes subject to the terms and conditions of this Lease.

13.3. Complete Understanding. This Lease represents the complete understanding between the parties hereto as to the subject matter hereof.

13.4. Amendment. This Lease may be amended only by an instrument executed and delivered by each party hereto.

13.5. Waiver. 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.

13.6. Applicable law. This Lease 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.

13.7. Time of essence. Time shall be of the essence of this Lease, 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.

13.8. Headings. 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.

13.9. Construction. 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.

13.10. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby incorporated herein and made a part hereof.

13.11. Severability. No determination by any court, governmental or administrative body or agency or otherwise that any provision of this Lease 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.

13.12. Disclaimer of Partnership Status. Nothing in this Lease 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.

13.13. Commissions. Each party hereto hereby represents and warrants to the other that, in connection with the leasing of the Property hereunder, the party so representing and warranting has not dealt with any real estate broker, agent or finder, and there is no commission, charge or other compensation due on account thereof. Each party hereto shall defend, indemnify and hold harmless the other against and from any liability, claim of liability or expense arising out of any inaccuracy in such party's representation.

13.14. Benefit and burden. This Lease shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.15. Waiver of Jury Trial. 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.

13.16. Confidential Lease Terms. This Lease and its terms shall remain confidential and shall only be disclosed to: (i) the City, (ii) KU, (iii) Landlord, KU Endowment, Tenant and their respective members, officers, trustees, employees, agents, representatives, consultants, investors, lenders, attorneys, financial partners and investors, and (iv) other similar parties. Notwithstanding the foregoing, Landlord and KU Endowment may disclose the Lease and its terms to the extent required by law, by an order of a court or agency of competent

jurisdiction, as either Landlord or KU Endowment deems necessary in order to enforce this Lease or in connection with the filing or audit of tax returns of Landlord or KU Endowment.

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

IN WITNESS WHEREOF, each party hereto has caused this Lease 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: DALE SEUFFERLING

Title: PRESIDENT

TENANT:

Here Lawrence Property Owner, LLC
a Delaware limited liability company

By: 

Name: THOMAS M. SCOTT

Title: an Authorized Signatory

EXHIBIT A

Legal Description of Land

TRACT 1:

Lots 9 and 10 in Block 25, SINCLAIR'S ADDITION, City of Lawrence, Douglas County, Kansas.

TRACT 2:

Lot 8, Block 25, in SINCLAIR'S ADDITION, an addition to the City of Lawrence, in Douglas County, Kansas, as shown by the recorded plat thereof.

TRACT 3:

The legal description to be revised by Landlord and Tenant to include the areas reflected in Schedule 1(a) or 1(b), as and when applicable, including, without limitation the 1029 Parcel.

EXHIBIT B

Notice Addresses

Landlord:

STADPKG, LLC
c/o The Kansas University Endowment Association
1891 Constant Avenue
Lawrence, KS 66047-3743

Tenant:

c/o CA Student Living Holdings, LLC
1 Prudential Plaza
130 East Randolph Street
Suite 2100
Chicago, IL 60601
Attn: Thomas M. Scott
tscott@ca-ventures.com

And

Polsinelli PC
161 North Clark Street, Suite 4900
Chicago, Illinois 60601
Attn: Eric Greenfield & Patrick Elder
egreenfield@polsinelli.com & pelder@polsinelli.com

EXHIBIT C

MEMORANDUM OF LEASE

Recorded at the Request of and
after Recording Return to:

Polsinelli PC
Attn: Eric Greenfield
161 N. Clark Street, Suite 4200
Chicago, IL 60601

Site Address: _____
Tax Parcel ID# _____
Legal Description Attached as Exhibit A

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this “**Memorandum**”) is made as of _____, 2016, by and between STADPKG, LLC, a Kansas limited liability company (“**Landlord**”), and Here Lawrence Property Owner, LLC (“**Tenant**”), as a memorandum of an unrecorded Lease dated _____, 2016 (the “**Lease**”), between Lessor and Lessee concerning the real property commonly known as: _____, and legally described on **Exhibit A** attached hereto (the “**Leased Property**”). Capitalized terms not defined herein are defined in the Lease.

1. Lease: Landlord leases to Tenant and Tenant leases from Landlord all of Lessor’s right, title and interest in the Leased Property upon the terms, covenants and conditions set forth in the Lease, which provisions are incorporated into this Memorandum by reference.

2. Term: The Original Term of the Lease commenced on the Commencement Date of _____, 2016 and expires on the Expiration Date of _____, 2066, unless earlier terminated or extended in accordance with the provisions of the Lease.

3. Interpretation: This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used in interpreting the Lease provisions. In the event of conflict between the Memorandum and the unrecorded Lease, the unrecorded Lease shall control.

SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES.

TENANT:

Here Lawrence Property Owner, LLC,
a Delaware limited liability company

By: 

Name:

Thomas M. Scott

Title:

Authorized Signatory

STATE OF Illinois)
COUNTY OF Cook) ss.

I certify that I know or have satisfactory evidence that Thomas M. Scott, is the person who appeared before me, and he/she acknowledged that he/she signed this instrument, on oath stated that he/she were authorized to execute the instrument and acknowledged that he is the managing member of Here Lawrence Property Owner, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 8/2/2016




(Signature of Notary Public)

Debra A. Downs
(Printed Name of Notary Public)

My Appointment expires 1/22/2020

LANDLORD:

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

By: 

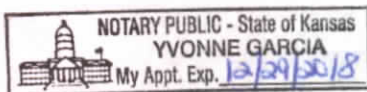
Name: DALE SEAFURLING

Title: PRESIDENT

STATE OF KANSAS)
) ss.
COUNTY OF Douglas)

I certify that I know or have satisfactory evidence that Dale Seafurling, in his/her capacity stated below is the person who appeared before me, and he/she acknowledged that he/she signed this instrument, on oath stated that he/she were authorized to execute the instrument and acknowledged it as the President, of The Kansas University Endowment Association, a Kansas not for profit corporation in its capacity as the sole member of STADPKG, LLC, a Kansas limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: August 3, 2016




(Signature of Notary Public)

Yvonne Garcia
(Printed Name of Notary Public)

My Appointment expires December 29, 2018

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT D

FORM OF SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

THIS INDENTURE is made on the ____ day of _____, 2016, by and between _____ (“Grantor”), and **STADPKG, LLC**, a Kansas limited liability company with a mailing address of 1891 Constant Avenue Lawrence, KS 66047-3743 (“Grantee”).

WITNESSETH: That Grantor, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents, Sell and Convey unto said Grantee, its successors and assigns, the parcel of real estate which is situated in Douglas County, Kansas, and more fully described on Exhibit A which is attached hereto and incorporated herein by this reference.

ALL SUBJECT to easements, restrictions, reservations, covenants and rights of way of record, zoning laws, taxes for the year 2017 and subsequent years, any matter that would be disclosed by an accurate survey of the foregoing and any encumbrances created by Grantee.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever. And said Grantor, for itself and its respective successors and assigns, does hereby covenant, promise and agree to and with said Grantee, that the Grantor will warrant and forever defend said interest unto the said Grantee, against said Grantor and its successors and assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same by, through or under the Grantor, except for those matters aforesaid.

a _____

STATE OF _____)
)
COUNTY OF _____)

(SEAL)

My Appointment Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Schedule 1(a)

**Depiction of Phase I Project Relating to 0 Parcel, 1029 Parcel,
1031 Parcel and Alley Vacation Parcel**

See Attached.

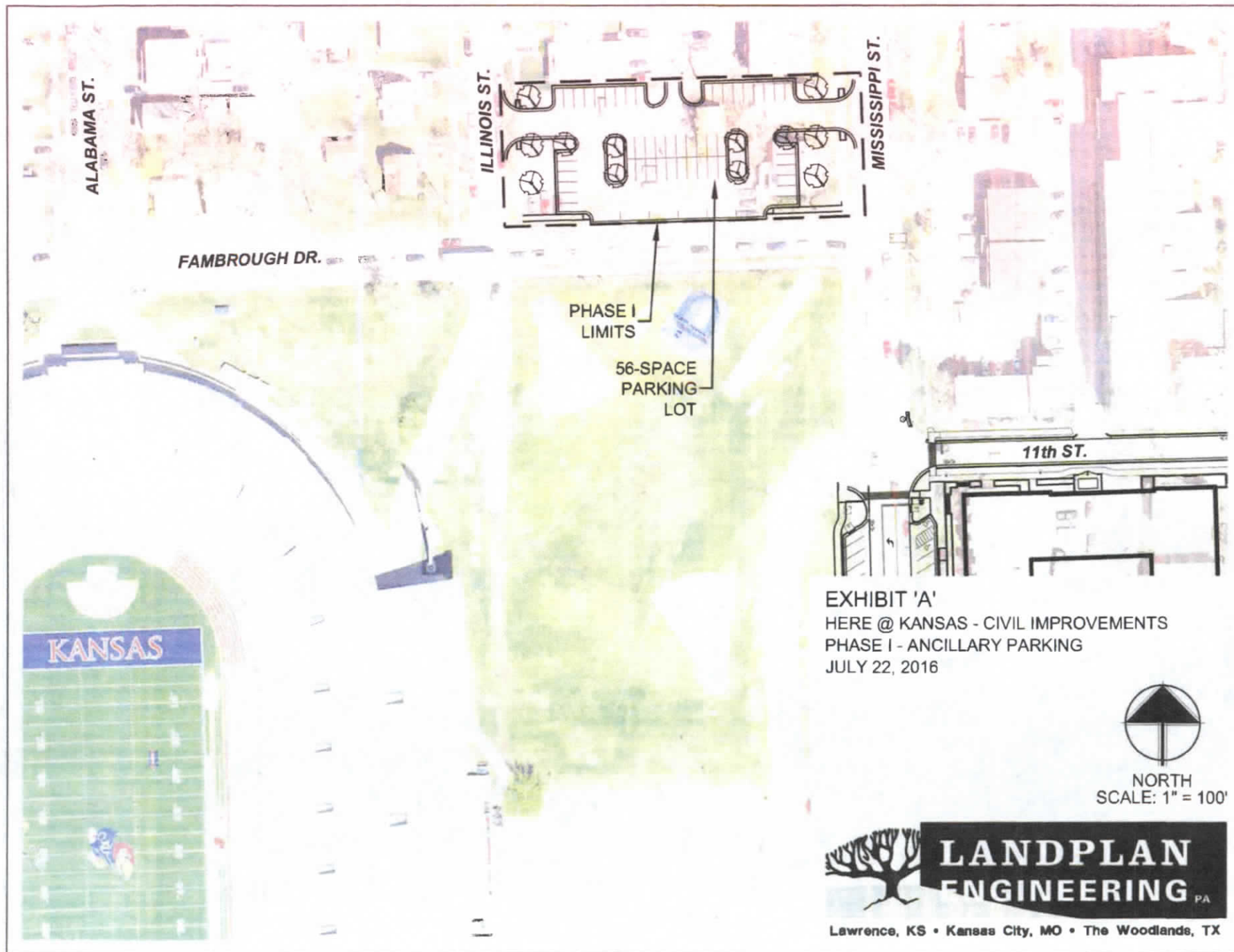


EXHIBIT 'A'
HERE @ KANSAS - CIVIL IMPROVEMENTS
PHASE I - ANCILLARY PARKING
JULY 22, 2016



NORTH
SCALE: 1" = 100'



LANDPLAN
ENGINEERING PA

Lawrence, KS • Kansas City, MO • The Woodlands, TX

Schedule 1(b)

Depiction of Phase II Project

See Attached.

