

LEASE AGREEMENT
(City of Lawrence, Kansas Station)

This Lease Agreement ("Lease") is made and entered into as of this _____ day of _____, 2017 and is effective as of the ____ day of _____, 2017 ("Effective Date"), by and between the CITY OF LAWRENCE, a municipality formed under the laws of the State of Kansas ("LESSOR"), and National Railroad Passenger Corporation, a corporation organized under the former Rail Passenger Service Act and the laws of the District of Columbia, with offices at 30th Street Station, 5th Floor South Tower, Philadelphia, PA 19104 ("AMTRAK").

BACKGROUND

LESSOR owns a certain building in the City of Lawrence, State of Kansas, which property is commonly known as the Lawrence Train Station ("Station"), being more particularly shown on **Exhibit "A"**, attached hereto and made a part hereof; and

AMTRAK desires to lease a portion of the Station as defined in Section 1 below.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, LESSOR and AMTRAK do hereby agree as follows:

1. **PREMISES**

a. LESSOR hereby leases to AMTRAK and AMTRAK leases from LESSOR for the Term (as defined below), and pursuant to the terms and conditions set forth herein, 3005 square feet of space in the Station as delineated on the plan attached and incorporated herein as **Exhibit "B"**, attached hereto and made a part hereof ("Premises").

b. LESSOR also hereby grants to AMTRAK, its employees, agents, licensees, contractors, passengers and invitees, the nonexclusive right in common with LESSOR and all others designated by LESSOR for the use of the common areas and common facilities in the Station and on the land on which the Station is located. The Station and the land on which it is located ("Land") and the "Common Areas" (as defined below) are collectively referred to herein as the "Property". Common areas include sidewalks, plazas, parking areas, driveways, hallways, stairways, elevators, public bathrooms, loading docks, common entrances, lobbies, other public portions of the Property and the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises and unrestricted ingress and egress over the Land to and from the Station to the street and to railroad platforms operations and facilities ("Common Areas").

2. **TERM**

a. The term of this Lease shall be for twenty years (20) years commencing on the Effective Date ("Commencement Date"), which term shall automatically renew for one (1) year terms every year until such time as AMTRAK shall notify LESSOR in writing that AMTRAK no longer desires or intends to use the Premises for intercity passenger rail service or railroad uses or purposes ("Term").

3. **RENT**

a. AMTRAK shall pay rent in the amount of One Dollar (\$1.00) per Term

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("Rent"). Receipt of the Rent is hereby acknowledged by LESSOR.

b. "AMTRAK's Proportionate Share" shall mean a fraction, the numerator of which is the square footage of the Premises and the denominator of which is the square footage of the Station area. AMTRAK's Proportionate Share shall initially be 3005/4324. Annual operating expenses for the Station, which do not include the items excluded by Section 3.c., are hereafter referred to as "Annual Station Operating Expenses".

AMTRAK shall pay to LESSOR Amtrak's Proportionate Share of the Annual Station Operating Expenses, in equal monthly installments equal to one twelfth (1/12) of AMTRAK'S Proportionate Share of the Annual Station Operating Expenses ("Monthly Installments"). For the period from the Commencement Date until the issuance of the "Operating Expense Statement", as hereinafter defined, such Monthly Installments shall be based on AMTRAK'S and LESSOR'S reasonable estimate, which is \$1.00 per square foot of the Premises ("Initial Payments"). After the Initial Payments, the Monthly Installments shall be based on one twelfth (1/12) of the actual Annual Station Operating Expenses for the preceding year.

Within thirty (30) days of the expiration of each calendar year, LESSOR shall furnish AMTRAK with a written statement of the actual Annual Station Operating Expenses ("Operating Expense Statement") incurred for such year accompanied by all utility bills evidencing such. AMTRAK shall pay AMTRAK's Proportionate Share of any amounts in excess of those collected pursuant to the payments on account of the Annual Station Operating Expenses for AMTRAK'S Proportionate Share of the Annual Station Operating Expenses. LESSOR shall pay to AMTRAK any amounts collected for Annual Station Operating Expenses from AMTRAK that exceed the amounts of the actual Annual Station Operating Expenses due from AMTRAK pursuant to AMTRAK's Proportionate Share.

c. The following items are exclusions from Annual Station Operating Expenses:

- (i) Leasing commissions, marketing costs, disbursements, and other expenses incurred for leasing, renovating, or improving space;
- (ii) Any charge for interest, depreciation or amortization;
- (iii) Costs of a capital nature including capital improvements, capital replacements, capital repairs, capital equipment, and capital tools, as determined under generally accepted accounting principles consistently applied;
- (iv) Costs incurred because LESSOR violated the terms of the Lease;
- (v) Rentals and other related expenses incurred in leasing air conditioning systems, elevators, or other equipment ordinarily considered to be of a capital nature;
- (vi) Items and services for which AMTRAK, other tenants, insurers or any third party reimburses LESSOR or for which AMTRAK pays third parties directly;

- (vii) Advertising and promotional expenditures and leasing and brokerage commissions;
- (viii) Repairs or other work needed because of eminent domain, fire, windstorm, or other casualty or cause insured against by LESSOR or to the extent LESSOR's insurance required under this Lease would have provided insurance, whichever is the greater coverage, but any expenditures by LESSOR within commercially reasonable insurance deductibles shall be included in Annual Station Operating Expenses;
- (ix) Wages or salaries paid to employees above the level of building manager, or executive personnel of LESSOR or any management company;
- (x) Management fees in excess of three (3%) percent of the sum of Annual Station Operating Expenses;
- (xi) The costs of supplies or inventory in excess of that reasonably required for the period for which operating expenses are determined;
- (xii) Costs incurred to remedy structural defects; or costs incurred to remedy defects in original construction materials or installations which are either (a) covered by contractors' warranties or (b) brought to LESSOR's attention within the construction warranty period;
- (xiii) Any costs, fines, or penalties incurred because LESSOR violated any governmental rule or authority;
- (xiv) Costs incurred to test, survey, cleanup, contain, abate, remove, or otherwise remedy hazardous wastes or asbestos-containing materials from the Premises or Station unless the wastes or asbestos-containing materials were in or on the Premises or Station because of grossly negligent acts of AMTRAK;
- (xv) Other expenses that under generally accepted accounting principles consistently applied would not be considered normal maintenance, repair, management, or operation expenses;
- (xvi) Legal fees, costs, and disbursements based upon LESSOR's negligence or other tortious conduct, or relating to the defense of LESSOR's title to, or interest in, the Station or the Property;
- (xvii) Capital costs or repair costs to comply with laws and governmental rules and regulations including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and the regulations promulgated thereunder (collectively, "ADA");
- (xviii) Costs incurred to remedy deficiencies in air quality not caused by AMTRAK; and

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(xiv) Costs incurred in providing services to any tenant in the Station and not uniformly available to all tenants of the Station including costs for tenant fit-outs or alterations; and

(xv) Taxes payable by LESSOR such as income, real estate, franchise, or capital stock taxes.

4. USE

AMTRAK, its employees, agents, licensees, contractors, passengers and invitees, may occupy and use the Premises for any lawful purpose reasonably related to the operation of a rail passenger station and AMTRAK's business operations, including, without limitation, ticketing, waiting area for passengers, related mail, package, baggage and express services, office, mechanical and/or engineering facilities, connecting bus service and operations incidental to AMTRAK's business (collectively, "USE"). In addition to the USE, Amtrak shall be permitted to use the Premises for other lawful purposes approved by Lessor, which approval shall not be unreasonably withheld, delayed or conditioned, and the term "Use" shall be deemed to include such additional approved uses.

5. PARKING

AMTRAK, its employees, agents, licensees, contractors, passengers, and invitees shall have the right to use, free of charge, the parking area located at the Property as shown on **Exhibit "A"**, attached hereto and made a part hereof. AMTRAK acknowledges that the finished parking on the east side of the Station will not be constructed as an initial phase of the improvement project, but will be available for parking.

6. HOURS OF OPERATION

AMTRAK shall have the right to keep the Premises open at all such times as it desires.

7. UTILITIES

LESSOR shall make all arrangements for the provision of and pay for all utilities necessary for AMTRAK's occupancy and use of the Premises.

LESSOR shall provide all utility bills to AMTRAK prior to AMTRAK being required to pay such utility costs in Section 3 above.

8. LESSOR'S WORK

LESSOR agrees to provide AMTRAK, at LESSOR's sole cost and expense, with leasehold improvements within the Premises in accordance with the plans, specifications and schedule attached hereto and incorporated herein as **Exhibit "C"**. All such leasehold improvements shall be constructed in accordance with all applicable statutes, laws, rules, regulations, ordinances and codes, including without limitation, the ADA, and shall be constructed in accordance with AMTRAK'S safety, security, operation and engineering procedures, as applicable.

LESSOR acknowledges that they are making alterations and improvements to the leased Premises and that such alterations or improvements must meet the Secretary of Interior's Standards for the Treatment of Historic Properties and must be in conformance with all City

9. SIGNS

AMTRAK's business signs, including all signs designed, erected, placed or maintained by AMTRAK, or allowed to be erected, placed, or maintained by it, on the Property prior to the Commencement Date ("Existing Signs") are deemed approved by LESSOR. AMTRAK may (a) keep and maintain Existing Signs on the Property throughout the Term of this Lease, and (b) replace any or all Existing Signs with new signs of similar content when such replacement is warranted in AMTRAK's sole discretion (any such replacement signs shall be deemed Existing Signs). Prior to replacing any Existing Signs with signs of substantially different content or erecting or installing any signs in addition to Existing Signs, AMTRAK must notify LESSOR of its intention to do so. AMTRAK shall not erect or install any sign in the Station in violation of any applicable law, ordinance, rule or regulation of any governmental agency.

10. MAINTENANCE, REPAIR AND SERVICES

a. Except as otherwise specifically provided herein, LESSOR, at its sole cost and expense, shall be responsible for the maintenance, repair and upkeep of the Property, including the maintenance, repair, replacement and alteration of the interior and exterior of the Station and all fixtures, equipment, components and systems that are a part of the Station or necessary to and for the operation of the Station and AMTRAK's use and occupancy of its Premises, including structural and roof repairs and maintenance and exterior landscaping, paving and maintenance.

b. LESSOR shall pay all costs, expenses, fees, taxes and sums related to its ownership, operation and maintenance of the Station before delinquency.

c. LESSOR shall provide at its expense:

(i) Heating, ventilation and air conditioning ("HVAC") for the Station, including the Premises, during all hours of scheduled passenger train (and bus) operations, to maintain temperatures in the interior portions of the Station at commercially reasonable levels. At the Lease Commencement, AMTRAK shall provide to the LESSOR a written schedule of AMTRAK's then current passenger train operations. Throughout the Term, AMTRAK shall keep a current written schedule of AMTRAK's passenger train operations at the Station and available for LESSOR's review upon LESSOR's request. LESSOR may stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of LESSOR, are desirable or necessary. LESSOR agrees to make any necessary repairs, alterations, replacements or improvements to the heating and cooling systems as quickly as possible, with due diligence, and with the minimum interference with AMTRAK's use of the Premises.

(ii) Janitorial services to the Property (including the Premises) as specified in **Exhibit "D"**;

(iii) Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes to be drawn from approved fixtures in the Premises or Common Areas;

(iv) Electricity to the Premises and the Common Areas in quantities necessary for AMTRAK's purposes and use permitted hereunder and lighting of uniform illumination;

(v) Replacement of lighting tubes, lamp ballasts, starters and bulbs in the

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Premises and the Common Areas;

(vi) Extermination and pest control as often as may be deemed necessary in the exercise of prudent management practices in the Premises and the Common Areas. To the greatest extent possible, such work shall be performed at times other than when passenger trains are scheduled;

(vii) Maintenance, cleaning and upkeep of Common Areas. Such maintenance shall include without limitation cleaning as specified in **Exhibit D**, HVAC, illumination, repairs, replacements, lawn care and landscaping;

(viii) A building manager or engineer capable of responding to AMTRAK's requests for service within twelve (12) hours, or as soon thereafter as reasonably practical, during all times when AMTRAK's passenger train (and bus) operations are scheduled;

(ix) Security that shall be provided by the City's regular police patrol, and shall be provided at the same level of police service provided to the community at large.

d. LESSOR shall cause utilities (natural gas, electricity, water, and sewer) to be supplied to the Property sufficiently for the operation of a commercial facility, including provision of such utilities to the Premises at levels and in amounts sufficient for AMTRAK's use and occupancy of the Premises as provided in Section 4 of this Lease.

e. AMTRAK shall be responsible for the maintenance and repair of any trade fixtures, signage, equipment or other personal property of AMTRAK located on or within the Premises and charges for any services for AMTRAK's sole use and benefit arranged for by Amtrak separately from the services provided by or to be provided by LESSOR under this Lease.

f. Notwithstanding anything to the contrary in this Lease, if LESSOR fails in any of its obligations under this Section 10, and such failure continues for more than three (3) consecutive days after notice from AMTRAK of such failure, AMTRAK may provide any such maintenance, repairs and services or arrange for the provision of such. In the event AMTRAK provides any such maintenance, repairs or service, LESSOR shall reimburse AMTRAK for the cost and expense of such maintenance, repairs and services within forty-five (45) days of notice from AMTRAK for such payment. Upon request of LESSOR, AMTRAK shall supply LESSOR with verification of all costs.

11. ALTERATIONS AND IMPROVEMENTS

AMTRAK shall have the right to make alterations and improvements to the Premises subject to the following terms and conditions:

a. No alterations or improvements made by AMTRAK shall in any way impair the structural stability of the Premises.

b. AMTRAK shall request LESSOR's approval prior to making any alterations or improvements and all alterations or improvements must be approved in writing by LESSOR. LESSOR's approval shall not be unreasonably withheld, conditioned or delayed.

c. AMTRAK shall keep the Premises and every part of the Station free and clear of any mechanic's lien or materialmen's liens arising out of the construction of any such alterations or improvements and further agrees to hold LESSOR harmless from any liability or liens therefor.

d. All alterations and improvements that are permanently affixed to the Station shall become the property of the LESSOR and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease or any extension of the Term of this Lease.

e. AMTRAK's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of AMTRAK and may be removed by AMTRAK at any time during the Term or upon the expiration or sooner termination of this Lease (including any extension term). AMTRAK shall repair any damage to the Premises or Station caused by AMTRAK's removal of its personal property, trade fixtures, or equipment, but AMTRAK shall have no obligation to remove such items from the Station at any time.

f. AMTRAK, in its sole discretion and without limiting the obligations of LESSOR herein, may make improvements to the Station or adjacent areas for ADA or Personal Information Display Systems ("PIDS") purposes. If AMTRAK chooses to make such improvements, AMTRAK may enter in, on over, through and upon any property of LESSOR to obtain access to make such improvements. LESSOR's approval shall not be required for improvements required (as determined by AMTRAK in its sole discretion) by the ADA or for installation of PIDS (including installation of visual and audio components).

g. AMTRAK, in its sole discretion and without limiting the obligations of LESSOR herein, may make improvements to the Station or adjacent areas for security purposes, to include the right to install security cameras and intrusion detection systems. If AMTRAK chooses to make such improvements, AMTRAK may enter in, on, over, through and upon any property of LESSOR to obtain access to make such improvements. LESSOR's approval shall not be required for improvements required (as determined by AMTRAK in its sole discretion) for security and LESSOR shall not be entitled to further compensation. To the extent that LESSOR has or will have security cameras or intrusion detection systems installed, LESSOR agrees, without further compensation, that AMTRAK shall have the right to access information, recordings, feeds and video from such security systems and AMTRAK may share such information with federal, state or local law enforcement agencies for security purposes.

12. INSURANCE AND INDEMNIFICATION

a. AMTRAK shall indemnify, defend, and hold harmless LESSOR from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct willful misconduct of AMTRAK, its employees or agents in connection with this Lease.

b. AMTRAK shall cover its indemnity obligations hereto under its corporate-wide self-insurance program.

c. AMTRAK shall cause all its contractors who perform work at the Station to add LESSOR and AMTRAK as additional insureds on the contractors' general and auto liability insurance policies.

d. To the extent permitted by law, LESSOR shall indemnify, defend and hold harmless AMTRAK, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct willful misconduct of LESSOR, its officers, officials, directors, employees or agents in connection with this Lease, or LESSOR's failure to comply with any of its obligations contained in this Lease, or arising out of its ownership of the Station, except for any loss or damage or portion of loss or damage that is caused by the sole and direct willful misconduct of AMTRAK.

e. LESSOR shall cause all its contractors who perform work at the Station to

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add LESSOR and AMTRAK as additional insureds on such contractors' general and auto liability insurance policies.

f. LESSOR shall procure and maintain throughout the Term of this Lease property insurance on the Station for its full replacement value, with AMTRAK designated as an additional insured.

13. DAMAGE OR DESTRUCTION

In the event of destruction, or substantial damage, to the Premises during the Term of this Lease which renders the Premises unusable to AMTRAK, as determined by AMTRAK in AMTRAK's sole discretion, LESSOR shall have the option of:

a. Within one hundred eighty (180) days after such damage or destruction, replacing or rebuilding the Station, including the Premises, and in such manner and according to such plans and specifications that would restore the Station, including the Premises, to substantially the same condition as immediately before its destruction or substantial damage, in which event LESSOR shall provide suitable temporary facilities while such replacement or rebuilding is ongoing; or

b. If LESSOR does not rebuild the Station it shall provide AMTRAK with suitable alternative space that is usable by AMTRAK, as determined by AMTRAK in AMTRAK's sole discretion, as an intercity rail passenger station.

c. Within thirty (30) days after such damages or destruction, LESSOR shall notify AMTRAK of LESSOR's decision to rebuild the Station including the Premises or declining to rebuild and providing alternative space. During the 180 day repair or replacement period identified in Subsection (a) above, AMTRAK shall have no obligation to: (1) Pay any costs or expenses associated with the Station, including the Premises, required under this Lease; or (2) Provide any services to the Premises required under this Lease. If LESSOR does not select the option to rebuild the Station, LESSOR will work cooperatively with AMTRAK to identify suitable alternative space.

14. EMINENT DOMAIN

Eminent domain proceedings resulting in the condemnation of part of the Premises herein that leave the remaining portion usable by AMTRAK for purposes of the business for which the Premises are leased, as determined by AMTRAK in AMTRAK's sole opinion, will not terminate this Lease. If AMTRAK, in its sole opinion, determines that the remaining portion is not usable by AMTRAK, AMTRAK may terminate this Lease by giving written notice of termination to LESSOR no more than ninety (90) days after the notice of condemnation or taking. The effect of such condemnation, should AMTRAK not terminate this Lease, will be to terminate this Lease as to the portion of the Premises condemned and leave it in effect as to the remainder of the Premises, and all expenses payable by AMTRAK as provided for herein shall be adjusted accordingly. If the Station is not useable as an intercity rail passenger station, as determined by AMTRAK in its sole discretion, LESSOR shall provide AMTRAK with suitable alternative space that is usable to AMTRAK, as determined by AMTRAK in AMTRAK's sole discretion, as an intercity rail passenger station. Compensation awarded as a result of such condemnation shall be LESSOR's, except to the extent that part of the award is allocated as damages to fixtures on the Station that were furnished by AMTRAK, damages for the value of AMTRAK's leasehold estate or relocation expenses for AMTRAK.

15. SUBLEASE AND ASSIGNMENT

a. AMTRAK shall not assign or sublet the whole or any part of the Premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. The foregoing provision requiring LESSOR's consent shall not apply, and AMTRAK shall be permitted to assign or sublet to any entity whose management and operation is indirectly or directly controlling, controlled by or under common control with AMTRAK or if such assignment or subletting is due to or arises out of any judicial or legislative action or mandate, and any such transfers shall not be deemed an assignment or subletting.

b. LESSOR shall not assign its rights or obligations under this Lease or in the Station, Land, Property or Premises or sell or transfer title to the Station until and unless such assignee or purchaser assumes all of LESSOR's obligations under this Lease and agrees to abide by the terms of this Lease.

16. DEFAULT BY AMTRAK

The failure of AMTRAK to perform substantially or keep or observe any of the material terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease within thirty (30) days after written notice from LESSOR identifying the specific term, covenant, or condition and requesting AMTRAK to correct or to commence correction for any such deficiency or default or such longer time period if the correction cannot be completed within said 30 days, provided that AMTRAK has commenced such correction, shall constitute an "Event of Default" by AMTRAK.

17. RIGHTS OF LESSOR AFTER DEFAULT BY AMTRAK

a. If an Event of Default by AMTRAK occurs, as provided in Section 16, LESSOR may not terminate the Lease or remove AMTRAK from the Premises, however, LESSOR shall have the following rights:

b. In case of any termination, re-entry, and/or dispossession by the LESSOR in accordance with lawful proceedings:

(1) LESSOR may relet the Premises or any part or parts thereof, in the name of LESSOR, for a term or terms that may at LESSOR's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease.

18. LESSOR'S DEFAULT

In the event LESSOR fails to perform any covenant or obligation required to be performed under this Lease, and such failure continues for more than thirty (30) days after notice from AMTRAK identifying such failure, such failure shall constitute an "Event of Default" by LESSOR. If an Event of Default by LESSOR occurs, AMTRAK, at its sole option and discretion, may: (1) perform such covenant or obligation on behalf of LESSOR in which event the LESSOR shall reimburse AMTRAK all costs and expenses associated with AMTRAK's performance (including attorney's fees) within twenty (20) days after AMTRAK presents an invoice to LESSOR for such performance; (2) terminate this Lease; or (3) pursue any and all rights and remedies available at law or in equity.

19. QUIET ENJOYMENT

LESSOR covenants and agrees that it and anyone claiming by through or under LESSOR shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises

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by AMTRAK.

20. RIGHT OF ENTRY UPON PREMISES

LESSOR and its agents and employees shall have the right to enter upon the Premises, if accompanied by an AMTRAK employee, to inspect the same to determine if AMTRAK is performing the covenants of this Lease, on its part to be performed, to post such reasonable notices as LESSOR may desire to protect its rights, and to perform service and maintenance pursuant to its obligations under this Lease.

21. TAXES

LESSOR acknowledges that pursuant to 49 U.S.C. §24301(l), AMTRAK is exempt from all state and local taxes, surcharges, or fees.

22. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES

AMTRAK agrees to conform to and not violate any applicable laws, ordinances, rules, regulations, and requirements of federal authorities now existing or hereinafter created affecting AMTRAK's use and occupancy of the Premises that AMTRAK deems are applicable and that are not the responsibility of LESSOR. LESSOR agrees to conform and comply with all applicable laws, ordinances, rules, regulations and requirements of federal, state, county or other governmental authorities and various departments there of now existing or hereinafter created regarding LESSOR's ownership and maintenance of the Station and the Property, including compliance with the ADA. Upon request from any governmental authority including but not limited to the Federal Railroad Administration (or successor agency) ("FRA"), LESSOR shall provide an accessibility plan (including any proposed ADA-related scope of work, schedule and source(s) or proposed source(s) of funding for bringing the Station into ADA compliance ("Accessibility Plan"). To the extent this Lease or development of the Station requires approval by the FRA under 49 CFR 37.42(d), LESSOR shall provide FRA with a boarding plan for the Station before any platform improvements have begun. Nothing in this Lease shall be interpreted as making AMTRAK a responsible party for purposes of accessibility requirements under the ADA.

23. CONDITION OF PREMISES UPON SURRENDER

When AMTRAK vacates the Premises at the expiration of the Term, AMTRAK shall leave the Premises in the same condition as when AMTRAK received possession, ordinary wear and tear, damage by fire or other casualty, or condemnation excepted and as may be altered, modified or improved in accordance with the terms of this Lease.

24. NON-WAIVER

Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

25. PARTNERSHIP DISCLAIMER

It is mutually understood and agreed that nothing in this Lease is intended or shall

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be construed in any way as creating or establishing the relationship of partners or joint venturers between the parties hereto, or as constituting AMTRAK as an agent or representative of LESSOR for any purpose or in any manner whatsoever.

26. PARTIES BOUND; RECORDING

Except as otherwise specifically provided in this Lease, this Lease shall bind and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and assigns. Amtrak is authorized to file a UCC-1 financing statement to put parties on notice of its rights in the Station Building pursuant to this lease, as well as both its statutory rights and its rights pursuant to its agreements with BNSF and its predecessors.

27. NOTICES

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, or sent by an established overnight commercial courier for delivery on the next business day with delivery charges prepaid, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

LESSOR:

City of Lawrence
City Manager
6 E. 6th Street
Lawrence, KS 66044

AMTRAK:

AMTRAK
30th Street Station, 5th Floor South
Philadelphia, PA 19104
Attn: Senior Director, Real Estate
Development

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

28. ADJUDICATION

All adjudication relating to this Lease shall be in Federal Courts.

29. LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Lease Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

30. NUMBER AND GENDER

All words used herein in the singular number shall include plural and the present tense shall include the future, and the masculine gender shall include the feminine and neuter.

31. ENTIRE AGREEMENT

This Lease contains the sole and only agreement of the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Lease are of

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no force or effect.

32. LANGUAGE CONSTRUCTION

The language of each and all paragraphs, terms, and/or provisions of this Lease shall, in all cases and for any and all purposes, and any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identify or status of any person or persons who drafted all or any portion of this Lease.

33. HOLDING OVER

If AMTRAK shall hold over the Premises, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Lease provided, however, that nothing in this paragraph shall be construed to give AMTRAK any rights to so hold over and to continue in possession of the Premises without the consent of LESSOR.

34. AMENDMENT

This Lease, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Lease shall expressly refer to this Lease.

35. SALE OF THE STATION/NON DISTURBANCE

LESSOR, and all succeeding landlords agree that it shall not sell, transfer, assign or in any manner dispose of or change ownership or control of the Station without providing AMTRAK with evidence that the transferee, assignee, new owner or controlling parties will assume in writing all of the provisions of this Lease. Such consent shall be subject to, inter alia, the new landlord, controlling parties or owner agreeing in writing to be bound by all of the provisions of this Lease. This Lease shall not be subordinate to any other liens, mortgages or encumbrances unless such owner or holder of the lien, mortgage or other encumbrance signs a nondisturbance agreement approved by AMTRAK, in its sole discretion, prior to any disposition of the Station. **Notwithstanding anything to the contrary herein, no termination or expiration of this Lease shall be deemed a termination of the rights granted to AMTRAK pursuant to the bill of sale for the Station or any other document relating to the Station or the Property (including without limitation any underlying ground lease), or any statute. Notwithstanding anything to the contrary herein, Amtrak does not waive any statutory rights or any rights that may be granted in the bill of sale for the Station, or any other document relating to the Station or the Property (including, without limitation, any underlying ground lease).**

36. AUDIT RIGHTS

AMTRAK, its Office of Inspector General or the Federal Railroad Administration, their respective agents, designees and accountants shall have the right at any time or from time to time for up to five (5) years after this Lease is terminated and final payments of all sums due hereunder are made, and after advance notice to LESSOR, to make any examination, inspection or audit of LESSOR's books and records which relate in any way to the Station, the Leased Premises, this Lease, or to any payments of any sums of money due or paid pursuant to

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this Lease or the Premises or the Station. If it is determined that the Annual Station Operating Expenses, additional rent, utilities or any other charges paid by AMTRAK have, in error, been underpaid or overpaid, then LESSOR shall pay any overpayment to AMTRAK and AMTRAK shall pay any underpayment to LESSOR.

Nothing in this Lease shall be construed to limit the rights, obligations, authority, or responsibilities of AMTRAK's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

"LESSOR"

"AMTRAK"

CITY OF LAWRENCE,

NATIONAL RAILROAD PASSENGER
CORPORATION

By _____

Name: Thomas M. Markus

Title: City Manager

By _____

Name:

Title: