

FIRST AMENDMENT TO HOTEL GARAGE LEASE

THIS FIRST AMENDMENT TO HOTEL GARAGE LEASE (this "First Amendment") is made and entered into as of the ___ day of _____, 2016 (the "First Amendment Effective Date"), by and between the **CITY OF KANSAS CITY, MISSOURI**, a constitutionally chartered municipal corporation ("Landlord"), and **KANSAS CITY DOWNTOWN HOTEL GROUP, LLC**, a Missouri limited liability company ("Tenant").

RECITALS:

A. Land Clearance for Redevelopment Authority of Kansas City, Missouri ("LCRA") and Heartland Hotel Associates, L.P., a Delaware limited partnership ("Original Tenant"), entered into: (i) a certain Hotel Lease, dated as of the 1st day of December, 1987, by (as heretofore amended and/or assigned, the "Hotel Lease") for the parcel described in **Exhibit A** attached hereto and by reference made a part hereof (the "Hotel Parcel"), and (ii) a certain Parking Garage Lease dated as of the 1st day of December, 1987 (as heretofore amended and/or assigned, the "Hotel Garage Lease") for the parcel described in **Exhibit A-1** attached hereto and by reference made a part hereof (the "Garage Parcel"). The Hotel Lease and the Hotel Garage Lease may hereinafter be referred to collectively as the "Leases".

B. Landlord has succeeded to the interest of LCRA under the Hotel Lease and the Hotel Garage Lease, and Tenant has succeeded to the interest of Original Tenant under the Hotel Lease and the Hotel Garage Lease.

C. Landlord, Tenant, and others parties are parties to a certain Cooperative and Funding Agreement (the "Cooperative Agreement") dated as _____, 2016.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, Landlord and Tenant do hereby covenant and agree as follows:

1. Terms used herein as defined terms and not otherwise defined herein shall have the meaning set forth in the Hotel Garage Lease. From and after the First Amendment Effective Date, all references herein or in the Hotel Garage Lease to this "Lease" shall mean and refer to the Hotel Garage Lease as amended by this First Amendment. If any of the terms and provisions of this First Amendment conflict or are inconsistent with the terms and provisions of the Hotel Garage Lease, the terms and provisions of this First Amendment shall control and be binding.

2. **Section 23.(A)(1)** of the Hotel Parking Garage Lease is hereby deleted in its entirety and the following inserted in lieu thereof:

(A)(1) In consideration of the Tenant's execution of this Lease, Landlord hereby grants to Tenant the right to purchase the Hotel Parcel and the Garage Parcel together with the Garage and all other improvements located on such Parcels and owned by Landlord (collectively the "Subject Premises") for an amount (the "Purchase Price") equal to One Thousand Dollars (\$1,000.00). It is agreed that the Purchase Price shall be

allocated as follows: (i) one third (1/3) to the Hotel Parcel and the Garage Parcel, and (ii) two thirds (2/3) to the Garage and other improvements.

3. **Section 23.(A)(3)** of the Hotel Parking Garage Lease is hereby deleted in its entirety.

4. Except as specifically set forth in this First Amendment, all provisions of the Hotel Garage Lease shall be unmodified and shall remain in full force and effect.

5. Landlord hereby certifies and confirms that:

(a) the Lease is in full force and effect, Landlord is not in default thereunder, and to Landlord's knowledge, Tenant is not in default thereunder; and

(b) to Landlord's knowledge, there are no existing defenses or offsets, claims or counterclaims which Landlord has against the enforcement of the Lease by Tenant.

6. Tenant hereby certifies and confirms that:

(a) the Lease is in full force and effect, Tenant is not in default thereunder, and to Tenant's knowledge, Landlord is not in default thereunder; and

(b) to Tenant's knowledge, there are no existing defenses or offsets, claims or counterclaims which Tenant has against the enforcement of the Lease by Landlord.

7. This First Amendment may be executed at different times and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signed pdf or electronic versions of this First Amendment shall be treated as originals and shall be fully binding on and enforceable against the parties. In proving this First Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

EXHIBIT A
(Hotel Parcel)

Tract No. 1: All of Block 21, ASHBURN'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, AND all of the vacated alley in said Block, lying above elevation 200.67 of the Kansas City Datum Plan; and

Tract No. 2: All those certain areas or portions of areas of land located within the perimeter boundaries of the following described property, to wit:
All of Block 21, ASHBURN'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, AND all of the vacated alley in said Block, lying below elevation 200.67 of the Kansas City Datum Plan,

(which areas or portions of areas commence at and extend downward indefinitely from elevation 200.67 of the Kansas City Datum Plane and being areas for columns, piers, foundations and other supporting members providing subjacent support for the buildings and improvements now or hereinafter situate on Tract No. 1 described above) located within the square, rectangular, circular or irregular areas designated 8'H', 8'J', 7'F', 7'G', 7'H', 7'J', 8'F', 8'F', 8'G', 8'G', 7'F', 7'F', 7'G', 7'H', 7'J', 8'F', 8'F', 8'G', 8'G', 8'H', 8'J', 6'A", 6"A", 6'U, 6"U", 6'U" and 18U' as shown on the Supporting Members Survey; and

Tract No. 3: An undivided fifty percent (50%) interest in and to all those certain areas or portions of areas of land located within the perimeter boundaries of the following described property, to wit:

All of Block 21, ASHBURN'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, AND all of the vacated alley in said Block, lying below elevation 200.67 of the Kansas City Datum Plane,

(which areas or portions of areas commence at and extend downward indefinitely from elevation 200.67 of the Kansas City Datum Plane and being areas for columns, piers, foundations and other supporting members providing subjacent support for the buildings and improvements now or hereinafter situate on Tract No. 1 described above and for the buildings and improvements now or hereafter situate within and upon the aforesaid property) located within the square, rectangular, circular or irregular areas designated 5A, 5U, 6A, 7A, 7U, 8A, 8U, 11A, 8.1C, 9D, 11L, 11M, 10N, 10P, 9R, 8.1S, 11U, 12C, 12D, 12R, 12S, 13A, 13L, 13M, 13N, 13P, 13U, 15D, 15R, 15.1C, 15.1S, 15.1'U, 15.1'U', 17A, 17B, 17E, 17L, 17M, 17N, 17P, 17Q, 17T, 17U, 17'U', 19A, 19B, 19E, 18'J', 19L, 19M, 19N, 19P, 19Q, 19T, 19U, 19M', 20A, 20B, 20E, 20F, 20G, 20J, 20K, 20K', 20L, 20'K', 20'L', 20M, 20M', 20N, 20P, 20Q, 20T, 20U, 6'A, 8'A and 17'U as shown on the Supporting Members Survey; and

Tract No. 4: An undivided sixty-eight percent (68%) interest in and to all those certain areas or portions of areas of land located within the perimeter boundaries of the following described property, to wit:

All of Block 21, ASHBURN'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, AND all of the vacated alley in said Block, lying below elevation 200.67 of the Kansas City Datum Plane,

(which areas or portions of areas commence at and extend downward indefinitely from elevation 200.67 of the Kansas City Datum Plane and being areas for columns, piers, foundations and other supporting members providing subjacent support for the buildings and improvements now or hereinafter situate on Tract No. 1 described above and for the buildings and improvements now or hereafter situate within and upon the aforesaid property) located within the square, rectangular, circular or irregular areas designated 5B, 5E, 5F, 5H, 5K, 5L, 5M, 5N, 5P, 5Q, 5T, 6B, 6E, 6F, 6H, 6K, 6L, 6M, 6N, 6P, 6Q, 6T, 7B, 7E, 7F, 7G, 7'G', 7K, 7L, 7M, 7M, 7P, 7Q, 7T, 8B, 8E, 8K, 8L, 8M, 8N, 8P, 8O, 8T, 11F, 11G, 11J, 11K, 14F, 14G, 14J, 14K, 16F, 16G, 16J, 16K, 18F, 18G, 18J and 18K as shown on the Supporting Members Survey.

For the purposes of this Exhibit:

1. All references to recordings are references to recordings in the Office of the Director of Records in and for Jackson County, Missouri, at Kansas City; and

2. All references to "elevation 200.67 of the Kansas City Datum Plane" means a plane 200.67 feet above the datum plane of Kansas City, Missouri, the datum plane of Kansas City, Missouri, being 5.9 feet above the zero mark of the Government gauge on the Hannibal Bridge in Kansas City, Missouri, and 733.242 feet above mean sea level in Biloxi, Mississippi.

All references to the "Supporting Members Survey" shall mean that plat of survey No. 222277 dated July 30, 1985 made by Shafer, Kline & Warren, P.A. (Tuttle-Ayers-Woodward Company Division).

EXHIBIT A-1
(Garage Parcel)

All of Block 21, ASHBURN'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, AND all of the vacated alley in said Block, lying below elevation 200.67 of the Kansas City Datum Plane, EXCEPT AND EXCLUDING:

(a) All those certain areas or portions of areas located within the perimeter boundaries thereof [which areas or portions of areas commence at and extend downward indefinitely from elevation 200.67 of the Kansas City Datum Plane and being areas for columns, piers, foundations and other supporting members which provide subjacent support for all buildings and improvements now or hereafter situate on the property lying immediately above the aforesaid property and being above elevation 200.67 of the Kansas City Datum Plane (said property being hereinafter called the "Hotel Land")] located within the square, rectangular, circular or irregular areas designated 8'H', 8'J', 7'F', 7G', 7H', 7J', 8F', 8'F', 8'G', 8'G', 7F', 7'F', 7'G', 7'H', 7'J', 8F', 8'F', 8G, 8G', 8H', 8J', 6'A", 6"A", 6"U", 6"U", 6"U" and 18U' as shown on the Supporting Members Survey; and

(b) An undivided fifty percent (50%) interest in and to all those certain areas or portions of areas of land located within the perimeter boundaries thereof [which areas or portions of areas commence at and extend downward indefinitely from elevation 200.67 of the Kansas City Datum Plane and being areas for columns, piers, foundations and other supporting members which provide subjacent support for the buildings and improvements now or hereafter situate on the Hotel Land and for the buildings and improvements, now or hereafter situate within and upon the aforesaid property] located within the square, rectangular, circular or irregular areas designated 5A, 5U, 6A, 7A, 7U, 8A, 8U, 11A, 8.1C, 9D, 11L, 11M, 10N, 10P, 9R, 8.1S, 11U, 12C, 12D, 12R, 12S, 13A, 13L, 13M, 13N, 13P, 13U, 15D, 15R, 15.1C, 15.1S, 15.1'U, 15.1'U', 17A, 17B, 17E, 17L, 17M, 17N, 17P, 17Q, 17T, 17U, 17'U', 19A, 19B, 19E, 18'J', 19L, 19M, 19N, 19P, 19Q, 19T, 19U, 19M', 20A, 20B, 20E, 20F, 20G, 20J, 20K, 20K', 20L, 20'K', 20'L', 20M, 20M', 20N, 20P, 20Q, 20T, 20U, 6'A, 8'A and 17'U as shown on the Supporting Members Survey; and

(c) An undivided sixty-eight percent (68%) interest in and to all those certain areas or portions of areas of land located within the perimeter boundaries thereof (which areas or portions of areas commence at and extend downward indefinitely from elevation 200.67 of the Kansas City Datum Plane and being areas for columns, piers, foundations and other supporting members which provide subjacent support for the buildings and improvements now or hereafter situate on the Hotel Land and for the buildings and improvements now or hereafter situate within and upon the aforesaid property) located within the square, rectangular, circular or irregular areas designated 5B, 5E, 5F, 5H, 5K, 5L, 5M, 5N, 5P, 5Q, 5T, 6B, 6E, 6F, 6H, 6K, 6L, 6M, 6N, 6P, 6Q, 6T, 7B, 7E, 7F, 7G, 7'G', 7K, 7L, 7M, 7N, 7P, 7Q, 7T, 8B, 8E, 8K, 8L, 8M, 8N, 8P, 8Q, 8T, 11F, 11G, 11J, 11K, 14F, 14G, 14J, 14K, 16F, 16G, 16J, 16K, 18F, 18G, 18J, and 18K as shown on the Supporting Members Survey.

For the purposes of this Exhibit:

1. All references to recordings are references to recordings in the Office of the Director of Records in and for Jackson County, Missouri, at Kansas City, and

2. All references to "elevation 200.67 of the Kansas City Datum Plane" means a plane 200.67 feet above the datum plane of Kansas City, Missouri, the datum plane of Kansas City, Missouri, being 5.9 feet above the zero mark of the Government gauge on the Hannibal Bridge in Kansas City, Missouri, and 733.242 feet above mean sea level in Biloxi, Mississippi.

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