

**FIRST AMENDMENT TO PURCHASE AND SALE OF REAL ESTATE BETWEEN
THE CITY OF LAWRENCE, KANSAS AND THE NORTH MASS REDEVELOPMENT,
LLC**

THIS FIRST AMENDMENT (hereinafter the "Amendment") is made and entered into as of the ____ day of March, 2013, by and between the City of Lawrence, Kansas, a municipal corporation, acting by and through David L. Corliss, in his capacity as City Manager ("Seller") and the North Mass Redevelopment, L.L.C. ("Purchaser"), a Kansas limited liability company.

W I T N E S S E T H:

WHEREAS, a Purchase and Sale of Real Estate Agreement has been entered into by and between Seller and Purchaser as of the 28th day of October 2008 (hereinafter referred to as the "Purchase Agreement"), which Purchase Agreement relates to a number of separate parcels of real property, which parcels of real property are identified on Exhibit A attached to the Purchase Agreement and made a part hereof (hereinafter referred to collectively as the "Property"); and

WHEREAS, Seller and Purchaser entered into the Purchase Agreement contemplating the sale and purchase of the Property provided certain conditions were met; and

Whereas, Seller granted Purchaser a period of time to perform its due diligence feasibility studies on the Property and certain rights to extend the due diligence feasibility period; all of which extensions have been exercised by Purchaser;

WHEREAS, Purchaser and Seller now agree to further extend the due diligence feasibility period available to Purchaser under paragraph 6 of the Purchase Agreement as set forth below in the body of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and of the terms, covenants, conditions and agreements set forth herein, as well as in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, in hand paid by each party to the other, the receipt and sufficiency of which hereby are acknowledged, it is understood and agreed as follows:

1. The recitals set forth above constitute a material part of this Amendment and hereby are incorporated herein by this reference as if set forth at length herein.

2. Paragraph 6 of the Purchase Agreement is amended as follows by adding the below language to the end of paragraph 6 of the Purchase Agreement:

"Notwithstanding the foregoing, if by October 27, 2013, the date of expiration of Purchaser's rights to further extend the due diligence period, Purchaser and Seller shall not have closed on the Property for any reason including Purchaser's inability to complete its due diligence and marketing of the development project to be developed on the Property, Purchaser's due diligence period shall

automatically be extended, without the need for additional notice from Purchaser to Seller, for eighteen (18) months or until April 27, 2015. Thereafter, Purchaser upon written notice to Seller prior to April 27, 2015 and payment of a non-refundable deposit of fifteen thousand and no/100 dollars (\$15,000.00), shall have two additional consecutive extension periods of twelve (12) months each, extending Purchaser's due diligence period initially from April 28, 2015 through and including April 27, 2016, and subsequently from April 28, 2016 through and including April 27, 2017, provided that Purchaser shall have notified Seller in writing of its desire to extend prior to the expiration of the then current due diligence period. The \$15,000.00 non-refundable deposit shall be credited toward the Purchase Price at the time of closing in the event closing occurs on or before the expiration of the then current due diligence period or the due diligence period is otherwise extended by the parties."

3. In the event of any conflict between the terms, covenants, conditions and agreements of the Purchase Agreement and the terms, covenants, conditions and agreements of this Amendment, the terms, covenants, conditions and agreements of this Amendment shall govern. However, except as modified herein, the terms, covenants, conditions and agreements of the Purchase Agreement hereby are ratified and confirmed and hereby are incorporated herein by this reference as if set forth in detail at length herein.

4. This Amendment shall bind and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, successor trustees and assigns. This Amendment and the Purchase Agreement may be amended only in writing.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the day and year first above written.

SELLER:

CITY OF LAWRENCE, a municipal corporation

By: _____
Name: David L. Corliss
Title: City Manager

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public

My commission expires:

STATE OF KANSAS)
)SS
COUNTY OF DOUGLAS)

On this _____ day of March, 2013, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Jon Davis known to me to be the Co-Manager of North Mass Redevelopment, LLC, that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the limited liability company herein named, acting as co-manager of the limited liability company, and acknowledged to me that such limited liability company executed the within Instrument pursuant to its operating agreement of its members.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public

My commission expires: