

**SECOND AMENDMENT
TO
LAND PURCHASE AND DEVELOPMENT AGREEMENT**

This SECOND AMENDMENT TO LAND PURCHASE AND DEVELOPMENT AGREEMENT ("Amendment") is entered into effective as of May __, 2020, by and between HELIANTHUS REAL ESTATE GROUP, LLC, a Kansas limited liability company ("Buyer"), as successor-in-interest to SMG Investments, LLC, a Kansas limited liability company ("SMG"), and the CITY OF ROELAND PARK, KANSAS (the "Seller"), a municipal corporation duly organized and existing under the laws of the state of Kansas (collectively referred to herein as the "Parties"), constitutes an amendment to the Land Purchase and Development Agreement.

RECITALS:

A. Buyer and Seller entered into the Land Purchase and Development Agreement (the "Agreement") dated July 3, 2019.

B. SMG assigned to Buyer, and Buyer assumed from SMG, all the rights and obligations of SMG as buyer under the Agreement by that certain Assignment and Assumption of Land Purchase and Development Agreement dated December 2, 2019.

C. Seller and Buyer have previously amended Section 3.5 of the Agreement to extend the date by which Buyer must commence vertical construction on the Property.

D. Seller and Buyer desire to further amend the Agreement to extend the date by which Buyer must commence vertical construction on the Property.

D. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Section 3.5.** Section 3.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

Construction Schedule: Buyer shall, no later than May 25, 2020, commence vertical construction, i.e. pour footings and foundations, and thereafter, shall diligently prosecute to completion within twelve (12) months of the commencement of vertical construction, the construction, improvement, equipping,

and completion of the Project, subject to events of Force Majeure (as hereafter defined). Progress reported based on this time schedule will be made by Buyer at least monthly to the City Administrator during construction.

IN WITNESS WHEREOF, Buyer executes this Amendment as of April ___, 2020.

Buyer:

HELIANTHUS REAL ESTATE GROUP, LLC
a Kansas limited liability company

By: SMG Investments, LLC,
a Kansas limited liability company

Its: Manager

By: _____

IN WITNESS WHEREOF, Seller executes this Amendment as of April ___, 2020.

Seller:

THE CITY OF ROELAND PARK, KANSAS,

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

Approved as to Form:

City Attorney, Steven E. Mauer