

**FIFTH AMENDMENT TO
WOODSIDE VILLAGE REDEVELOPMENT AGREEMENT**

THIS FIFTH AMENDMENT TO WOODSIDE VILLAGE REDEVELOPMENT AGREEMENT (this "**Amendment**") is entered into this 14th day of June, 2012, by and between THE CITY OF WESTWOOD, KANSAS ("**City**"), and WOODSIDE REDEVELOPMENT, LLC, a Kansas limited liability company ("**Developer**").

RECITALS

WHEREAS, City and Developer entered into that certain Woodside Village Redevelopment Agreement, dated January 12, 2012, as amended pursuant to that certain First Amendment to Woodside Village Redevelopment Agreement, dated February 9, 2012, and as the same was further amended pursuant to that certain Second Amendment to Redevelopment Agreement, dated March 12, 2012 (as amended, the "**Redevelopment Agreement**"), pursuant to which the City and Developer set forth those rights and obligations of each party as they relate to the redevelopment of the Redevelopment District (as defined therein);

WHEREAS, pursuant to Section 3.1 of the Redevelopment Agreement, certain General Conditions were to be met by the parties on or prior to the General Condition Date, which General Condition Date was originally February 11, 2012;

WHEREAS, pursuant to the First Amendment to the Redevelopment Agreement, dated February 9, 2012, the General Condition Date was extended to March 12, 2012;

WHEREAS, pursuant to the Second Amendment to the Redevelopment Agreement, dated March 8, 2012, the General Condition Date was extended to April 16, 2012;

WHEREAS, pursuant to the Third Amendment to the Redevelopment Agreement, dated April 12, 2012, the General Condition Date was extended to May 14, 2012; and

WHEREAS, pursuant to the Fourth Amendment to the Redevelopment Agreement, dated May 10, 2012, the General Condition Date was extended to June 18, 2012;

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between City and Developer as follows:

1. Definitions. Capitalized terms used herein but not defined shall have the meaning given to such terms in the Redevelopment Agreement.

2. General Condition Date. Section 3.1(a) of the Redevelopment Agreement shall be amended such that the General Condition Date shall be extended to July 16, 2012.

3. Amendment Controls; Ratification and Affirmation. In the event that the terms of this Amendment and the Redevelopment Agreement are held to be inconsistent, the terms of this Amendment shall control. The parties each agree and warrant that, in all other respects, the

Redevelopment Agreement is unmodified, in full force and effect, and each party hereby ratifies and affirms the Redevelopment Agreement and any terms contained therein not otherwise modified by this Amendment.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Each party may rely upon facsimile or electronic mail counterparts of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.


CITY:

THE CITY OF WESTWOOD, KANSAS

By: 

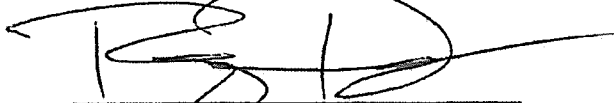
Mayor John Ye

ATTEST:



Fred Sherman, City Clerk

APPROVED AS TO FORM:



Ryan Denk, City Attorney

DEVELOPER:

WOODSIDE REDEVELOPMENT, LLC

By: 

Blair Tanner