

AGREEMENT

This Agreement is made to be effective this _____ day of _____, 2013, by and between the Bioscience and Technology Business Center, Inc. ("**BTBC**"); the Chamber of Commerce of Lawrence, Kansas ("**Chamber**"); the City of Lawrence, Kansas ("**City**"); and Douglas County, Kansas ("**County**"), as follows:

WHEREAS, BTBC is the record title holder of real estate located at 1617 St. Andrews Drive, Lawrence, Kansas and legally described as:

Lot 111, Alvamar Estates, an addition to the City of Lawrence,
Douglas County, Kansas.

together with the improvements and fixtures thereon (the "**Property**").

WHEREAS, BTBC has agreed to sell the Property to University of Kansas Center for Research, Inc. ("**KUCR**"), and to apply the proceeds of such sale to the construction of Phase II of the BTBC Building located at 2029 Becker Drive, Lawrence, Kansas, and

WHEREAS, the Property is subject to a Declaration of Covenants, Restrictions and Conditions (the "**Declaration**"), and the terms and provisions of the Declaration allow BTBC and the Chamber to amend the Declaration with the advice and consent of the City and County.

WHEREAS, the terms and provisions of the Declaration define the "Intended Purpose" of the Declaration to be to support the establishment of a business incubator office building, and the parties hereto are in agreement that the construction of Phase II of the BTBC Building is in furtherance of this intended purpose; and

WHEREAS, the Declaration expressly recites that the Declaration was for the benefit of the Declarant, the City, the County, and the Chamber and their successors, grantees and assigns, and for no other person or entity;

NOW, THEREFORE, it is agreed as follows:

1. By the unanimous agreement and consent of all of the parties hereto, the Declaration is amended (a) to cancel and delete all restrictions on the Property except as hereinafter expressly stated, (b) to allow the conveyance of the Property to KUCR free and clear of the Declaration, and (c) to allow BTBC to receive and use the net proceeds from the sale of the Property remaining after the payment of the mortgage indebtedness on the Property and all associated closing costs in support of the construction of Phase II of the BTBC Building.

2. BTBC agrees to apply the net proceeds it receives from the sale of the Property entirely to the Phase II expansion of the BTBC Building. The parties stipulate and agree that such use of the proceeds is in furtherance of the Intended Purpose of the Declaration.

3. No person or entity other than the parties hereto has any interest or right under the Declaration, and it is the intent of the parties by this Agreement to cancel and terminate the Declaration and all restrictions contained therein, and the parties consent to the filing of the Termination and Release of Declaration attached hereto as Appendix 1 with the Douglas County Register of Deeds for this purpose.

4. This Agreement is binding upon the parties hereto and their respective representatives and successors in interest.

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the date of the last signature hereto.

**BIOSCIENCE AND TECHNOLOGY BUSINESS
CENTER, INC.**

E. LAVERNE EPP, President

Date: _____

**CHAMBER OF COMMERCE OF LAWRENCE,
KANSAS**

GREG R. WILLIAMS, President/CEO

Date: _____

CITY OF LAWRENCE, KANSAS

By: _____

Title: _____

Date: _____

DOUGLAS COUNTY, KANSAS

By: _____

Title: _____

Date: _____

**TERMINATION AND RELEASE OF
DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS**

This Termination is made to be effective this ____ day of _____, 2013, as follows:

WHEREAS, a Declaration of Covenants, Restrictions and Conditions having an effective date of Nov 1, 2004, was executed by Lawrence Regional Technology Center, Inc., ("LRTC") as the Declarant, on October 6, 2004, and filed with the Douglas County Register of Deeds on November 2, 2004, at Page 458 of Book 970; and

WHEREAS, the Declaration recites that the Declaration was for the benefit of the City of Lawrence, Kansas ("**City**"); the county of Douglas County, Kansas ("**County**"); the Chamber of Commerce of Lawrence, Kansas ("**Chamber**"); and the Declarant; and

WHEREAS, the corporate name of the Declarant has been changed from LRTC to Bioscience Technology and Business Center, Inc. ("**BTBC**"); and

WHEREAS, the parties intend hereby to terminate and forever release the Declaration;

NOW, THEREFORE, it is agreed as follows:

1. The parties stipulate and agree that the Declaration was established for the sole benefit of the parties hereto and that no other person or entity has any interest in or right under the Declaration.
2. The Declaration is hereby terminated and forever released.
3. This Agreement is binding upon the parties hereto and their successors in interest.

This Termination and Release has been duly authorized and executed by each of the parties as indicated below.

[Remainder of page intentionally left blank. Signature pages to follow.]

**BIOSCIENCE AND TECHNOLOGY BUSINESS
CENTER, INC.**

By: _____
E. LAVERNE EPP President

Date: _____

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **E. LAVERNE EPP**, as President of Bioscience Technology and Business Center, Inc., who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public:
My appointment expires:

.....
**CHAMBER OF COMMERCE OF LAWRENCE,
KANSAS**

GREG R. WILLIAMS, President/CEO

Date: _____

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **GREG R. WILLIAMS**, as President and CEO of the Chamber of Commerce of Lawrence, Kansas, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public:
My appointment expires:

CITY OF LAWRENCE, KANSAS

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public:
My appointment expires:

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DOUGLAS COUNTY, KANSAS

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

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