

AGREEMENT

THIS AGREEMENT made and entered into this 20th day of April, 1989, by and between NORTH STAR DEVELOPMENT CO., INC., a Kansas corporation, hereinafter referred to as "North Star," and B.D.P. INVESTORS, a Kansas general partnership, hereinafter referred to as "B.D.P."

WHEREAS, B.D.P. and North Star desire to set a sum certain for the fee to be paid by the owners of the lots or units in the B.D.P. Project (previously known as the Lamar Investors Project) also known as Deer Creek Villas, a subdivision of land in Overland Park, Johnson County, Kansas, all as more fully described in Article IX, subparagraph (e) of that certain Purchase and Option Contract executed by the parties on December 31, 1987.

WHEREFORE, North Star and B.D.P., in consideration for the mutual covenants and conditions contained hereinafter, agree as follows:

1. North Star shall provide a membership in the golf course associated with the project to the owner of record of each lot or unit in the B.D.P. Project. Such membership shall be on the same terms and conditions as the membership offered to owners of the lots within North Star's Deer Creek project.
2. The membership described in Paragraph 1 above shall inure solely to the benefit of the owner of record of each lot or unit in the B.D.P. Project and shall not be subject to assignment, sale or transfer other than by a sale or transfer of the lot or unit. The membership shall run with the land.
3. The membership described in Paragraph 1 above shall be subject to (a) the Rules and Regulations of Deer Creek Golf Club as they now exist and as they may be amended; and (b) certain provisions of the B.D.P. Project Homes Association Declaration and Declaration of Restrictions. North Star may terminate a membership based on: (1) a member's violation of the Rules or Regulations of Deer Creek Golf Club; or (2) upon the attempt to assign, sell or transfer a membership other than in conjunction with the sale of the lot or unit in the B.D.P. Project with which the membership runs; or (3) the assignment, sale or transfer of a membership other than in conjunction with the sale of the lot or unit in the B.D.P. Project with which the membership runs.
4. In return for North Star's providing to the owner of record of each lot or unit in the B.D.P. Project the memberships described in paragraphs 1 through 3 above, B.D.P. agrees:
 - (a) To pay North Star the sum of Three Hundred Fifty-Five Thousand Dollars (\$355,000), payable on or before the first anniversary of the execution of this Agreement; otherwise, if the entire balance is not paid on or before

[Handwritten signature]
[Handwritten initials]

the first anniversary, B.D.P. shall pay eight percent (8%) per annum interest, from the date of execution of this Agreement, on any unpaid principal and interest;

(b) It is understood that the payment of \$355,000 is based on a sum of \$2,500 for each of the 142 lots in the preliminary plat for the B.D.P. project. In the event that the number of units to be developed in the B.D.P. project is reduced through replatting or combining all or parts of lots, then the principal sum shall be reduced by \$2,500 upon notice to North Star accompanied by reasonable documentation of the reduction and provided that the reduction does not significantly change the concept and plan of development of the B.D.P. project; any subsequent increase in the number of units shall increase the principal amount payable by a like amount of \$2,500.

(c) That the total, both principal and accrued interest, due North Star, shall be paid in full not later than five (5) years from the date of execution of this Agreement; if not paid, then interest shall accrue at ten percent (10%) per annum until paid; in the event the outstanding balance is not paid fully within five (5) years, any payments made will be applied first to the outstanding interest and then to the remaining principal;

(d) That a prorated portion of the outstanding principal and accrued interest will be paid to North Star upon the closing of any sale, transfer, or assignment of any lot or unit in the B.D.P. project, with the proration calculated by dividing the lot sold, transferred or assigned by the difference into the total number of lots in the Preliminary Plat or a lesser number as provided in subparagraph (b) less any lot previously sold, transferred or assigned;

(e) That North Star does not have to honor any owner of record as a member of the golf course until such time as North Star has been paid the amount set forth in paragraph 4(d) above, and the owner of record has executed and delivered to North Star a completed membership application;

It is understood and agreed, however, that in the event North Star is unable to or fails to provide memberships to the owners of lots or units in the B.D.P. project as provided in paragraph 1 of this Agreement, then B.D.P. shall be relieved of any obligation to make further payments hereunder.

(f) THIS AGREEMENT SHALL BE LIMITED TO A MAXIMUM OF 142 MEMBERSHIPS.

5. This Agreement shall be binding upon the successors and assigns of the parties hereto.

A handwritten signature in black ink, appearing to be a stylized name, possibly "J. B. ...", located at the bottom right of the page.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written

B.D.P. INVESTORS
A Kansas General Partnership

NORTH STAR DEVELOPMENT CO., INC.

By: Stuart E. Davis
Stuart E. Davis,
General Partner

By: David M. Beaver
David M. Beaver, President

By: James L. Boyd
James L. Boyd,
General Partner

By: William J. Pachter
William J. Pachter,
General Partner

ACKNOWLEDGEMENT

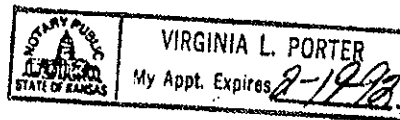
STATE OF KANSAS
COUNTY OF JOHNSON

The foregoing instrument was acknowledged before me this 9th day of May, 1989, by Stuart E. Davis, James L. Boyd and William J. Pachter, partners on behalf of BDP Investors, a Kansas general partnership.

Virginia L. Porter
Notary Public

My Appointment Expires:

February 19, 1992



ACKNOWLEDGEMENT

STATE OF KANSAS
COUNTY OF JOHNSON

The foregoing instrument was acknowledged before me this
9th day of May, 1989, by David W. Beaver, President,
of North Star Development Co., Inc., a Kansas corporation.

Sandra G. Renko
Notary Public

My Appointment Expires:

4-13-93





September 17, 1992

B.D.P. Investors
6920 West 121st Street
Overland Park, Kansas, 66209

Re: Deer Creek Golf Club Memberships

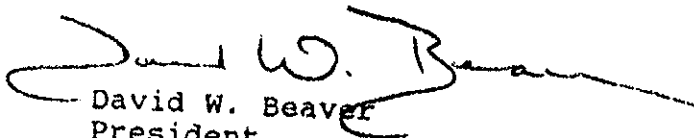
Gentlemen:

This is to acknowledge receipt of thirty thousand dollars and no cents (\$30,000.00) in full payment for the resident memberships at the Deer Creek Golf Club as stated in the April 20, 1989 AGREEMENT between North Star Development Co., Inc. and B.D.P. Investors. This completes payment for all thirty-eight (38) lots in the Plat of Deer Creek Villas, whether or not previously enrolled or to be enrolled, and for Lot 39.

This payment further releases B.D.P. Investors or it's successors from any future obligation to provide or pay for any other membership for any homes to the Deer Creek Golf Club as provided in the agreement between North Star Development Co., Inc. and B.D.P. Investors dated April 20, 1989.

Furthermore, this agreement provides for the option for homeowners to purchase additional memberships, to Deer Creek Golf Club for a fee of three thousand dollars and no cents (\$3000.00) through 1993. Thereafter, the fee will be determined by North Star Development Co., Inc. These additional memberships refer to lots sold as provided in the AGREEMENT between North Star Development Co., Inc. and B.D.P. Investors dated April 20, 1989.

Very Truly Yours


David W. Beaver
President
North Star Development Co., Inc.

~~Amended~~