

**REAL ESTATE PURCHASE AGREEMENT
FIRST AMENDMENT**

THIS FIRST AMENDMENT ("Amendment") effective as of the 31st day of August, 2009, amends the Real Estate Purchase Agreement ("Agreement") dated as of July 24, 2009, by and between PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Purchaser" or "Parker Jordan") and MOUNTAIN-PLAINS INVESTMENT CORPORATION, a Colorado corporation ("MPIC"), and JOHN R. FETTERS, JR., JOANN FETTERS, ADAIN SUE FETTERS, and JOHN R. FETTERS III (the "Fetters Family") (collectively, "Seller").

RECITALS

A. Purchaser and Seller entered into the Agreement with an effective date of July 24, 2009, which specified the terms and conditions of the purchase and sale of two parcels of vacant land located in the City of Centennial, Arapahoe County, Colorado, totaling approximately 81.8 acres.

B. Purchaser and Seller desire to enter into this Amendment to amend certain provisions of the Agreement.

IN CONSIDERATION of the foregoing Recitals, the mutual promises and covenants contained herein and other good and valuable consideration, Purchaser and Seller agree as follows:

AGREEMENTS

1. Amendment – Section 3.3(a). Section 3.3(a) of the Agreement is amended by deleting the first two sentences of that Section and replacing them with the following:

The Due Diligence Contingency Period expires on September 3, 2009 (the "Due Diligence Expiration Date"). The Due Diligence Expiration Date may be extended to September 15, 2009 upon mutual agreement of Seller and Purchaser, but only if Centennial has not provided all of the Centennial Assurances by September 3, 2009.

2. Amendment – Section 5.3(a). Section 5.3(a) of the Agreement is amended in its entirety to read as follows:

Seller Contingency. The Seller Contingency Period expires on September 3, 2009 (the "Seller Contingency Expiration Date"). The Seller Contingency Expiration Date may be extended by Seller to September 15, 2009, but only if the Centennial Assurances have not been received by September 3, 2009.

3. Confirmation and Ratification. Except as expressly amended herein, all of the terms and conditions of the Agreement shall remain in full force and effect. All capitalized terms not defined in this Amendment shall have the meaning set forth in the Agreement. In the event a conflict between the Agreement and this Amendment, the terms of this Amendment shall govern.

4. Counterparts. This Amendment may be executed in multiple counterparts, which when any, but not necessarily the same, counterpart is executed by all of the parties will constitute the binding agreement of each.

5. Facsimile Signatures. Facsimile signatures on any part of this Amendment shall be deemed to be an original for all purposes. Any party signing this Amendment by facsimile shall promptly provide to the other party a copy with an original signature of any document signed or delivered by facsimile.

[Signatures follow on next page]

THIS AMENDMENT has been executed by the parties as of the dates specified below, to be effective as of the Effective Date.

SELLER:

MOUNTAIN-PLAINS INVESTMENT CORPORATION,
a Colorado corporation

Mountain Plains Investment Corp.
By: John R. Fetters
Title: President
Date of execution: Aug 31, 2009

John R. Fetters, Jr.
John R. Fetters, Jr.
Date of execution: Aug 30, 2009

John Fetters
John Fetters
Date of execution: Aug 30, 2009

John R. Fetters, III
John R. Fetters, III
Date of execution: Aug 30, 2009

A. Sue Fetters
Adain Sue Fetters
Date of execution: Aug 31, 2009

PURCHASER:

PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

Norman Sheldon
By: Norman Sheldon
Title: PRESIDENT
Date of execution: AUGUST 31, 2009