

# 2709 E. Boulevard Plaza WICHITA, KS 67211

ONLINE ONLY - Bidding Ends AUCTION DATE, 2023 @ 2:00 PM CT





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ADMINISTRATOR'S DEED
QUITCLAIM DEED RECORDED 01/20/2021
QUITCLAIM DEED RECORDED 03/11/2022

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**DEMOGRAPHICS** 



# SGORIONPROD Expanded Appraisal Card Quick Ref: R105822

Tax Year: 2022 Run Date: 2/6/2023 4:14:13 PM

Parcel ID: 087-128-27-0-41-02-013.00-

## OWNER NAME AND MAILING ADDRESS

EXODUS CHURCH WICHITA

15200 E CENTRAL AVE

WICHITA, KS 67230-7227

#### PROPERTY SITUS ADDRESS

2709 E BOULEVARD PLZ WICHITA, KS 67211

#### LAND BASED CLASSIFICATION SYSTEM

Function: 2401 General office b Sfx: Activity: 2300 Office activities Ownership: 1100 Private-fee simple

Site: 6000 Developed site - with building

#### GENERAL PROPERTY INFORMATION

Prop Class: C Commercial & Industrial - C
Property Type: C-Commercial & Industrial

Living Units: Zoning: LC

Multi-Zoning: N Non-Conforming: N

Neighborhood: 883.3 883.3 Economic Adj. Factor:

Map / Routing: D+ / 128270410201300

School District: 0602 USD 259 Legacy ID: 00160984

Investment Class:

Tax Unit Group: 6702-6702 001 WICHITA U-259

#### TRACT DESCRIPTION

PT LOTS 20-21-22 & 23 & PT VAC MESITA DR BEG 20 FT NW MOST SOUHER COR LOT 23 TH NELY 170.61 FT TH NWLY 43.41 FT TH NELY 15.88 FT TH NWLY 99.55 FT TH SWLY 187.14 FT TH SELY 144.92 FT TO POB BLOCK 1 WOMERS 2ND ADDITION



# 128270410201300 02/09/2021

Image Date: 03/08/2021

#### PROPERTY FACTORS

Topography: Level - 1

Utilities: All Public - 1

Access: Paved Road - 1

Fronting: Secondary Street - 3 Location: Neighborhood or Spot - 6

Parking Type: Off Street - 1
Parking Quantity: Adequate - 2
Parking Proximity: On Site - 3

Parking Covered: Parking Uncovered:

			INSPE	CTION HISTORY		
Date	Time	Code	Reason	Appraiser	Contact	Co
02/09/2021	MA 00:8	12	SC	477		
03/21/2016	1:26 PM	12	RE	488		
06/11/2012	10:10 AM	15	RE	477		

		BUILDI	NG PERMITS		
Number	Amount	Туре	Issue Date	Status	% Con
08929	1,000		08/13/2007	C	100

01	2022 APPR	AISED VALUE			2021 APPRA	ISED VALUE	
Cls	Land	Building	Total	Cls	Land	Building	1
С	52.400	64.300	116,700	С	52,400	58,400	110
Total	52,400	64,300	116,700	Total	52,400	58,400	110

								ı	MARKET L	AND INFOR	MATION	Š.							
Size	Туре	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	\$/Unit	Value
Sqft	1-Primary Site - 1	26,177				5	50						881	20,000.00	4.00	4.00	4.00	2.00	52

Total Market Land Value



IMPROVEMENT COST SUMMARY

100

Eco Adj:

SGORIONPROD Expanded Appraisal Card

T-V--0000 B--B-4-2/0/2003 4/4/43 BM

Parcel ID: 087-128-27-0-41-02-013.00-

**Building RCN:** 

**Building Value:** 

Mkt Adj:

Other Improvement RCN:

Other Improvement Value:

Quick Ref: R105822

FINAL VALUES

Value Method:

Building Value: Final Value:

Land Value:

Prior Value:

OVR

52,400

64,300

116,700

	Tax Year: 2022	Run Date:	2/6/2023 4:14:13 PM
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	SENERAL		APARTMENT DATA									
Situs: 2709 E BOU	LEVARD I		1	2	3	4	5	6				
LBCS Structure Cod	de: 210	1-Office building (low rise 1-4 stories)	Units:		_							
Bldg No. & Name:	2	1-NET SYSTEMS										
Identical Units:	1	No. of Units:	BR Type:									
Total Bldg Area:	5,550	Unit Type:	Baths:									
MS Mult:		MS Zip:										

731,700

58,540

76,480

22,940

CALCULATED VALUES	
Cost Land:	5
Cost Building:	8
Cost Total:	13
Ag Use Land:	
Ag Buildings:	
Misc. Buildings:	
Manufactured Homes:	
Income Value:	
Market Value:	
MRA Value:	
New Construction:	
Indexed Value:	

BUILDING COMMENTS

#### SKETCH VECTORS

							COMM	RCIAL	BUILDIN	IG SECTION	S & BASI	EMENTS	5								
Sec	Occupancy	MSCIs	Rank	Yr B	lt Eff Yr	Levels Stori	ies	Area	Perim	Hgt Ph	ys Func	Econ	OVR %	Rsn	Inc Use	Net A	rea C	ls % Com	p RC	N % Gd	١
1	344-Office Building	С	2.00	1950	D	01 / 01	5	,550	306	12	3 2				082			0	731,70	8 0	5
								OTH	R BUILD	DING IMPRO	VEMENT	s									
No.	Occupancy	MSCIs	Rank	Qty	Yr Blt E	ff Yr LBCS	Area	Perim	Hgt	Dimensio	ns Stori	es Phy	s Func	Econ	oVR%	Rsn	Cls	% Comp	RCN	%Gd	٧
1	163-Site Improvements	С	2.00	1	1950		10	)	8		1.00	3	3					0	71,020	30	21
2	163-Site Improvements	С	2.00	1	1950		10	)	8		1	3	3					0	5,460	30	1
	COMMERC	IAL BUI	LDING	SEC	TION C	OMPONENTS	;						OTHE	R BUII	LDING IMF	PROV	EMEN	T COMPON	ENTS		
Sec	Code			Unit	s Pct	Size	Other I	Rank	Year	No.			Code			Unit	s P	ct S	Size Other	Rank	Ye
1	810-Cavity Brick				100					1	8355-Pa	ving, Co	ncrete wi	th Base	9	13,20	0				
1	611-Package Unit 8065-Canopy, Retail Wood Fra	me		2,20	100 9					2	8350-Pa	ving, As	phalt with	Base		1,50	0				



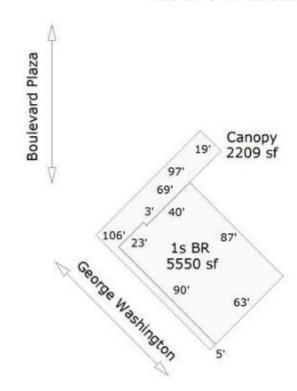
SGORIONPROD Expanded Appraisal Card
Quick Ref: R105822



Tax Year: 2022 Run Date: 2/6/2023 4:14:13 PM

Plot Plan Sketch

Updated 02/2021 #477 128-27-0-41-02-013.00



# PROPERTY INFORMATION REPORT

# Property Information Report

Owner Name: BALTIMORE EXCHANGE LLC PIN Number: 00160984

AIN: 087-128-27-0-41-02-013.00

Geocode: C 15429 Tax Unit: 67-02

### Owner Address

# **Property Address**

Owner Name: BALTIMORE EXCHANGE LLC

Owner Address: 1861 N ROCK RD STE 200

Owner City: WICHITA Owner State: KS Owner ZIP: 67206-1264 Property Address: 2709 E BOULEVARD

PLZ

Property City: WICHITA Property State: KS Property ZIP: 67211

# Appraised Values

Appraised Land Value: \$52,400

Appraised Improvement Value: \$64,300 Appraised Total Value: \$116,700

## Assessed Values

Assessed Land Value: \$13,100

Assessed Improvement Value: \$16,075

Assessed Total Value: \$29,175

#### Land Information

Total Acres: 0.601

Total Square Feet: 26,177

Abbreviated

Legal Description:

PT LOTS 20-21-22 & 23 & PT VAC MESITA DR BEG 20 FT NW MOST SOUHER COR LOT 23 TH NELY 170.61 FT TH NWLY 43.41 FT TH NELY 15.55 FT TH NWLY 99.55 FT TH SWLY 157.14 FT TH SELY 144.92 FT TO POB BLOCK 1 WOMERS 2ND ADDITION

# Improvement Information

Year Built: 1950

Year Last Sold: 2000

Style: N/A

Basement Type: N/A Arch Style Desc: N/A

Neighborhood Code: 883.3

Living Unit: N/A Bedrooms: N/A

Bathrooms: N/A Half Bath: N/A

Total Sq Ft: 5550

Ground Floor Sq Ft: N/A

# Other Information

School District: 259

# PROPERTY TAXES

# **Property Taxes and Appraisals**

# 2709 E BOULEVARD PLZ WICHITA

# **Property Description**

Legal Description PT LOTS 20-21-22 & 23 & PT VAC MESITA DR BEG 20 FT NW MOST SOUHER COR LOT 23 TH NELY 170.61 FT TH

NWLY 43.41 FT TH NELY 15.88 FT TH NWLY 99.55 FT TH SWLY 187.14 FT TH SELY 144.92 FT TO POB BLOCK 1

WOMERS 2ND ADDITION

Owner BALTIMORE EXCHANGE LLC

Mailing Address 1861 N ROCK RD STE 200 WICHITA KS 67206-1264

Geo Code C 15429 PIN 00160984

AIN 128270410201300

Tax Unit 6702 001 WICHITA U-259

Land Use 2401 General office buildings (1-4 stories)

 Market Land Square Feet
 26,177

 2022 Total Acres
 .60

 2022 Appraisal
 \$116,700

2022 Appraisal \$110,70 2022 Assessment \$29,175

# **Commercial Buildings**

Building	Units	Built	Sq. Ft.
1-NET SYSTEMS		1950	5,550

More Details View the Property Record Card for full property details

# **Appraisal Values**

(Office Building)

Year	Class	Land	Improvements	Total	Change
2022	Commercial / Industrial	\$52,400	\$64,300	\$116,700	+5%
2021	Commercial / Industrial	\$52,400	\$58,400	\$110,800	-82%
2020	Commercial / Industrial	\$238,800	\$362,600	\$601,400	+0%
2019	Commercial / Industrial	\$238,800	\$362,100	\$600,900	+4%
2018	Commercial / Industrial	\$238,800	\$341,100	\$579,900	
2017	Commercial / Industrial	\$238,800	\$341,100	\$579,900	
2016	Commercial / Industrial	\$238,800	\$341,100	\$579,900	-20%
2015	Commercial / Industrial	\$238,800	\$486,500	\$725,300	
2014	Commercial / Industrial	\$238,800	\$486,500	\$725,300	
2013	Commercial / Industrial	\$238,800	\$486,500	\$725,300	

# **Assessment Values**

Year	Class	Land	Improvements	Total	Change
2022	Commercial / Industrial	\$13,100	\$16,075	\$29,175	+5%
2021	Commercial / Industrial	\$13,100	\$14,600	\$27,700	-82%
2020	Commercial / Industrial	\$59,700	\$90,650	\$150,350	+0%
2019	Commercial / Industrial	\$59,700	\$90,525	\$150,225	+4%

23, 4:12 PM	1	Property Taxes and Appraisals	Sedgwick County, Kansas		
Year	Class	Land	Improvements	Total	Change
2018	Commercial / Industrial	\$59,700	\$85,275	\$144,975	
2017	Commercial / Industrial	\$59,700	\$85,275	\$144,975	
2016	Commercial / Industrial	\$59,700	\$85,275	\$144,975	-20%
2015	Commercial / Industrial	\$59,700	\$121,625	\$181,325	
2014	Commercial / Industrial	\$59,700	\$121,625	\$181,325	
2013	Commercial / Industrial	\$59,700	\$121,625	\$181,325	

# 2022 Tax Year Special Assessments

Project	Description		Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE		\$0.00	\$0.00	\$7.11
		Totals:	\$0.00	\$0.00	\$7.11

# 2023 Through Payout Special Assessments

Project	Description	Begin Yr.	End Yr.	Principal	Interest	Total
CITY OF WICHITA	SIDEWALK REPAIR 1, beg Tax Yr 2018, Ord. 50790	2018	2022	\$0.00	\$0.00	\$0.00
			Totales	\$0.00	\$0.00	\$0.00

# Tax Billings

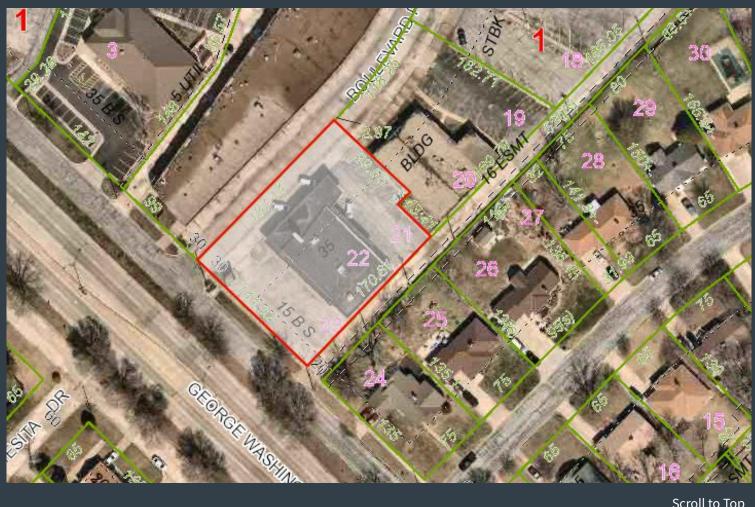
Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	115.114000	\$3,358.45	\$7.11	\$0.00	\$0.00	\$3,365.56	\$1,682.78	\$1,682.78
2021	116.142000	\$3,217.14	\$6.81	\$0.00	\$0.00	\$3,223.95	\$3,223.95	\$0.00
2020	116.599000	\$17,422.46	\$6.66	\$108.26	\$0.00	\$17,537.38	\$17,537.38	\$0.00
2019	116.788000	\$17,544.50	\$6.71	\$0.00	\$0.00	\$17,551.21	\$17,551.21	\$0.00
2018	117.213000	\$16,992.96	\$5.58	\$0.00	\$0.00	\$16,998.54	\$16,998.54	\$0.00
2017	117.293000	\$17,004.56	\$5.58	\$0.00	\$0.00	\$17,010.14	\$17,010.14	\$0.00
2016	117.201000	\$16,991.21	\$4.58	\$0.00	\$0.00	\$16,995.79	\$16,995.79	\$0.00
2015	119.847000	\$21,731.27	\$4.58	\$0.00	\$0.00	\$21,735.85	\$21,735.85	\$0.00
2014	117.365011	\$21,281.22	\$5.94	\$0.00	\$0.00	\$21,287.16	\$21,287.16	\$0.00
2013	120.600691	\$21,867.91	\$5.94	\$0.00	\$0.00	\$21,873.85	\$21,873.85	\$0.00

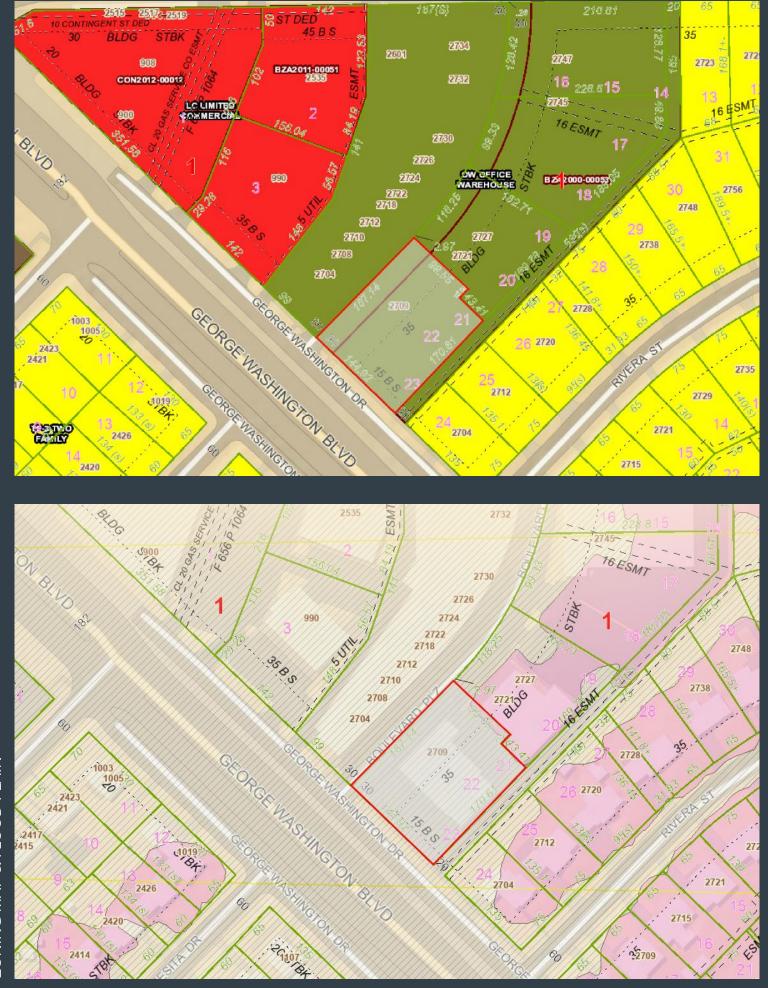
# Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.368000
0518 CITY OF WICHITA	32.762000
0602 USD 259	15.802000
0602 USD 259 SC	8.000000
0602 USD 259 SG	20.000000
0754 USD 259 BOND	7.682000

Total: 115.114000



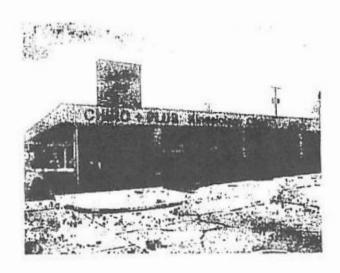




# Lease Agreement

2709 Boulevard Plaza Wichita, Kansas 67211

NetSystems LLC



Howard Brodsky 3900 E. Harry #125 Wichita, Kansas 67218

# Lease Extension 1

This lease extension, made as of this 25<sup>th</sup> day of August 1010 between Howard Brodsky (Lessor) and NetSystems, LLC (Lessee) for approximately 5500 square feet at 2709 Boulevard Plaza, Wichita, Kansas

# Witnesseth that

A lease dated July 31<sup>st</sup> 2007 between Howard Brodsky and NetSystems is extended by this document. This lease extends the term for an additional thirty-six months from September 1, 2010, through August 31, 2013.

All conditions of the lease remain in force with the following exceptions:

- 1) Beginning September 1, 2010, the rent per month shall be \$2,100 (Two thousand one hundred dollars) per month.
- 2) The security deposit of \$2000 continues to be held for the extended lease period.

Accepted and agreed to by

Howard Brodsky

Owner, Boulevard Plaza Shopping Center

Dave Perkins, Managing Partner

NetSystems, LLC

# LEASE AGREEMENT

THIS LEASE, made as of this 3/54 day of July 2007

2002, by and between Howard Brodsky ("Lessor") and NetSystems LLC.

# WITNESSETH: That.

- 1. Leased Premises. Lessor, in consideration of the rents and the covenants herein contained, does hereby lease to Lessee, and Lessee does hereby rent from Lessor, the commercial space (the "Leased Premises"), designated as 2709 Boulevard Plaza. Wichita Kansas containing approximately 5500 square feet.
- Term. The term of the Lease shall be for thirty-six months commencing September 1, 2007 and ending August 31, 2010.

# 3. Rent.

a. Base Rent. Lessee shall pay rent to Lessor for the use and occupancy of the Leased Premises the total sum of Seventy-two thousand three hundred dollars (\$72,300.00) payable monthly in 36 installments. The first two installments ac \$1200.00 each, installments 3 through 5 are \$1500.00 each, installments 6 through 12 are \$1800.00 each, and months 13 through 24 are \$2000.00 each, months 25 through 36 are \$2400. Each installment is to be paid in advance on the first day of each month during the term hereto.

Rent shall be payable in cash at the office of the building's owner, Howard Brodsky, 3900 E. Harry Suite 125, Wichita, Kansas, at such other place or places as Lessor may in writing direct. All rent payable under this Lease shall be paid by Lessee without notice or demand, both of which are expressly waived by Lessee. Rent and other moneys due Lessor under this Lease not paid within ten (10) days of when due, shall cause a penalty of \$50.00 and bear interest at the rate of fifteen percent (15%) per annum from the date the same is due until paid.

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3a Lessor, by signing below, acknoledges receipt of \$2000.00 which represents a security deposit. Lessee shall be required to pay the first month's rent prior to receiving keys to the leased premises.

# Interior Improvements.

Any improvements require prior approval of Lessor. At the end of the lease period, any improvements or fixtures which may be removed without damage to the property may be removed by the lessee. It is understood that the removal of these fixtures or improvements may not damage the interior of the leased space.

5. Parking. Lessee and its' employees, customers, and invites shall have the use of the parking area in common with Lessor and all other tenants, their employees, customers, and invitees. Lessor reserves the right to designate specific areas for employee parking.

Parking is to conform to parking lot markings.

- 6. Use. Lessee shall use the Leased Premises as a commercial support and retail store and related activities and for no other purpose without the prior written consent of Lessor. Lessee agrees to operate its' business or profession in a reputable manner.
- 7. Utilities and Services Lessee shall contract in itsd own name and pay for all utilities used or consumerd on the Leased Premises during the term thereof.. Lessee will be responsible for the payment of all separately metered utilities, including electricity and gas and shall further install and pay for its' own telephone service.

Trash service.. Lessee may utilize without cost the dumpster located between 2709 and 2729 Boulard Plaza. In the event it requires additional trash service lessee shall, at its own expense, contract and pay for trash service sufficient for its use

Lessee shall be responsible for all interior cleaning and maintenance of the building.

The Lessee shall, at Lessee's own expense, keep in good repair the interior of the building, including heating, ventilating and air conditioning equipment (and their vents and flues); plumbing and electrical fixtures, supplies and equipment including, but not limited to, exposed installations on floors, walls and ceilings; all hardware; all doors; all windows and all glass; maintain roof flashing and pitchpans around Lessee's equipment on roof, maintain and keep clear all floor drains and drain lines of all kinds in or upon the demised premises; suffer no waste and keep the waterpipes and connections free from ice and other obstructions to the satisfaction of all municipal and other governmental authorities during that term of this lease. Lessee shall re be responsible for individual repairs up to \$500.00. Lessor shall be responsible for individual repairs over \$500.00.

Lessee shall periodically change the filters in the HVAC equipment.

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Lessor shall be responsible for the removal of snow and ice and for the control of grasses and weeds in the area surrounding the building, including sidewalks, parking areas and the street in the front of the building.

Lessor shall not in any event be responsible for any loss, damage, or inconvenience resulting from any interruption of any service or lack of service not the result of willful intent or fault of the Lessor, nor from any repair, remodeling, or construction in any part of the building of which the Leased Premises are a part, and no such matter shall work a reduction, discontinuance, or delay in the payment of rent.

8. Maintenance. Lessor shall keep the premises in a good state of repair, ordinary wear and tear are excepted all at Lessor's expense; provided, however, that Lessee shall be responsible for the expense of any repairs and maintenance occasioned by the negligence or willful acts of Lessee, Lessee's employees, clients, customers, or invitees.

Lessor shall have no obligation to make any such repairs unless and until Lessee notifies Lessor in writing of the necessity therefore, in which event Lessor shall have a reasonable time to make such repairs. Lessor reserves the right to the exclusive use of the roof and exterior walls which Lessor is so obligated to repair.

- Insurance. Lessee is required to obtain liability insurance for the leased space.
- 10. Alterations Lessee shall not make any alterations, additions, or improvements in the Leased Premises without the prior written consent of Lessor. All alterations, additions, or improvements made upon consent of Lessor by Lessee shall be made at Lessee's expense. All alterations, additions, or improvements, including all fixtures, partitions, counters, cabinets attached to the Leased Premises, draperies, and other window shades or coverings and floor coverings, irrespective of the manner of annexation, which may be made or installed by either of the parties hereto upon the Leased Premises, and irrespective of which party may have paid the cost thereof, excepting only movable office furniture put in at the expense of Lessec, shall be the property of Lessor, and shall remain upon be surrendered with the Leased Premises as a part thereof, at the termination of this Lease, without disturbance, molestation, or injury.
- 11. Assignment or Subletting. Lessor shall have the right to sell, assign, or mortgage, the whole or part of Lessor's rights and obligations in the building or this Lease. Lessee shall not assign this Lease or any part thereof without the written consent of Lessor, and shall not sublet or allow any other person, firm or corporation to come in with or under Lessee, without like consent, and Lessor shall not unreasonably withhold consent for subletting to any other tenant. No assignment or subletting (with or without the consent of Lessor) shall release Lessee under this Lease nor shall Lessee permit this Lease or any other interest herein or in the tenancy hereby created to become vested in or owned by any other person by operation of law or otherwise. The power of Lessor to give or withhold its' consent to any assignment or subletting shall not be exhausted by the

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Page 3

exercise thereof on one or more occasions, but the same shall be a continuing right and power with the respect to any type of transfer, assignment, or subletting.

- 12. <u>Defaults</u>. If Lessec shall fail to pay any rent or any other sum of money when due and shall fail to pay the same within ten (10) days after notice from Lessor that the same is overdue, or if Lessee shall violate or fail to perform any other provision and shall fail to correct or perform the same within thirty (30) days after notice thereof from Lessor, then this Lease shall be in default and at any time thereafter Lessor may at its' option:
  - a. Terminate this Lease; or
  - b. Re-enter, take possession of the Leased Premises;

and remove all persons and property therefrom (such property as may be removed will be stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee), all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby. If Lessec shall after default voluntarily give up possession to Lessor, deliver to Lessor the keys to the premises, or both, such actions shall be deemed to be compliance with Lessor's rights and the acceptance thereof by Lessor shall not be deemed to constitute a surrender of the Leased Premises.

Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term to term (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its' sole discretion may deem advisable. Upon each such reletting all rentals received by Lessor from such reletting shall be applied as follows:

- a. to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor;
- b. to the payment of any reasonable costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs;
  - c. to the payment of rent due and unpaid hereunder;

and

d. the residue, if any, shall be held by Lessor and applied in payment of future rent or damage as the same may become due and payable hereunder.

If rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor, the same to be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Lessor shall be construed as an election on its' part to terminate this

1/10 1/B) Lease unless a written notice of such intention be given to Lessor or unless the termination hereof be decreed by a court or competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over that then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent, or other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Lessee to be kept or performed, and a breach shall be established, Lessee shall pay to Lessor all reasonable expenses incurred therefore, including a reasonable attorney's fee.

Lessor shall not be obligated to notify Lessee of the due date of rent nor demand payment thereof on its' due date, the same being expressly waived by Lessee. The acceptance of any sums of money from Lessee after the expiration of any 10-day or 30-day notice as above provided shall be taken to be payment on account by Lessee and shall not constitute a waiver by Lessor of any rights, nor shall it reinstate the Lease or cure a default on the part of Lessee.

13. <u>Damage-Condemnation</u>. If the Leased Premises are untenantable during the term of the lease by fire, Providence or other casualty, then rent shall abate, with proportionate refund of any prepayment, from the time of such occurrence until Lessor restores the premises; provided that if the building of which the Leased Premises are a part or any part thereof be so injured as in the opinion and at the option of Lessor the possession of the Leased Premises is needed by Lessor for demolition, reconstruction, sale, or any purpose whatsoever, Lessor may, by written notice to Lessee, wholly terminate the term of this Lease.

Either party may cancel this Lease upon thirty (30) days written notice to the other party if the Leased Premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended coverage and if Lessor is unable to repair such damages so as the Leased Premises are tenantable within two (2) months following occurrence of damage.

14. Bankruptcy. The filing of any petition in bankruptcy or insolvency or for reorganization under the Bankruptcy Act by or against Lessee, or the making of a voluntary assignment by Lessee for the benefit of its' general creditors, or the filing by Lessee of any petition for an arrangement or compositor trustee after notice and hearing to take charge of Lessee's business, or of any other petition or application seeking relief

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under any other Federal or State laws now or hereafter providing for the relief of debtors, shall automatically constitute a default in this Lease by Lessee for which Lessor may, at any time or times thereafter, at its' option, exercise any of the remedies and options provided to Lessor in Subparagraphs (a) and (b) of Paragraph 12 of this Lease for a default in this Lease by Lessee; provided, however, that if such petition be filed by a third party against Lessee, who desires in good faith to defend against the same, and Lessee is not in any way in default of any obligation hereunder at the time of the filing of such petition and Lessee is found not to be bankrupt, this Lease shall be fully reinstated as though such petition has never been filed. In the event of termination as provided for in the paragraph, Lessee shall pay forthwith to Lessor as liquidated damages the amount of total rent and charges reserved in this Lease for the remainder of the stated term.

15. Liability of Lessor. Lessor shall not in any event be responsible for loss of property from or for damage to person or property occurring in or about the Leased Premises, however caused, not the intentional and willful fault of Lessor, and particularly not for any damage from steam, gas, electricity, water, plumbing, rain, snow, leakage, breakage, or overflow, whether originating in the Leased Premises, premises of other tenants, or any part of the building whatsoever.

Lessee agrees to indemnify and hold harmless Lessor from and against all claims of whatsoever nature arising from any accident, injury, or damage to person or property during the term hereof in or about the Leased Premises or arising from any accident, injury, or damage to personal property occurring outside of the Leased Premises but within the property of which the Leased Premises is a part, where such accident, injury, or damage results or is claimed to have resulted from an act, omission, or negligence on the part of the Lessee. or on the part of any of its' licensees, agents, invitees, servants, or employees. This indemnity agreement shall include indemnity against all costs, claims, expenses, penalties, liens, and liabilities incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

Lessee agrees to maintain a policy of general public liability and property damage insurance under which the insurer agrees to indemnify Lessor and to hold it harmless from and against all costs, expenses, and/or liability arising out of or based upon an and all claims, accidents, injuries, and damages heretofore mentioned in this Paragraph 15. Each such policy shall be approved as to form and insurance company by Lessor, and shall be noncancelable with respect to Lessor except upon ten (10) days written notice to Lessor, and a duplicate original thereof shall be delivered to Lessor. The minimum limit of such insurance shall be \$100,000 for injury (or death) to any person. \$300.000 for injury (or death) to any two or more persons, and \$25,000 with respect to property damage. Such minimum requirements may be adjusted by Lessor by notifying Lessee in writing.

Lessor agreents to maintain a policy of general public liability and property damage insurance onf the property.

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- 16. Signs and Advertisements. Exterior signs are permitted with preapproval of Lessor. All signs must conform with city regulations. Lessor agrees to permit signage both in front and in back of the leased space as permitted by city regulations.
- 17. Right of Entry. Lessee shall permit access to the Leased Premises to Lessor or its' agents at all reasonable times for inspection and cleaning and for such repairs, alterations, additions, installations, and removals, including pipes, wires, and other apparatus. For 120 days prior to the termination of this lease, Lesse shall permit Lessor or its agents reasonable access to the Leased Premises for exhibition same to prospective lessees.
- 18. Mechanic's Liens. Lessee shall make no alterations or addictions to the Leased Premises without Lessor's prior written consent. Once Lessee receives written consent from Lessor for alterations or additions, then Lessor reserves the right of prior inspection and approval of the written contracts of the contractor, material men, and subcontractors before they are entered into. Each such contract should provide that it cannot be modified in any way without utilizing a written change order approved in writing both by Lessee and Lessor. Additionally, there should be no changes in the subcontractors, and materialmen and contractor to whom Lessor has consented to without Lessor's further written consent. Lessee may be required to give Lessor a check to be held in escrow equal to the total amount of the contracted changes to insure that funds are available in full for such construction. If the aforementioned escrow procedure is not followed, then Lessee agrees to pay when due all bills for labor, services, materials. supplies, or equipment furnished to or for Lessee in or about the Leased Premises and keep the Leased Premises and the building of which the Leased Premises are a part, free from all liens or rights to liens or claims to liens of mechanics and materialmen for work done or materials furnished to Lessee. If a lien is placed on the building in which the Leased Premises are located in violation hereof, Lessee agrees to either pay the lien or have it bonded within ten (10) days after the filing thereof. Lessor's consent shall not be unreasonably withheld.
- 19. <u>Delayed Possession</u>. If Lessor shall, as a result of failure of any prior tenant to vacate or for other causes beyond its' control, fail to deliver actual possession of the premises as provided for herein, rent shall abate until possession is given, but Lessor shall not be liable to Lessee for such failure, nor shall the term hereof be thereby extended. If the lessor is not able to make the space available for the lessee by July 1, 2003, Lessor agrees to reimburse Lessee \$300.00 for a rent increase Leessec will incur at its prior location.
- 20. Lessor and Lessee agree that

Lessor owns the heating equipment

Lessor owns the air conditioning equipment

Lessor agrees to make any repairs to the heating and air conditioning equipment to place them in good codition prior to occupancy.

No guarantee is made regarding the availability of hot water in the leased space.

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- 21. No Waiver. No waiver of any covenant or condition of this Lease by Lessor shall be deemed to imply or constitute a further waiver of the same covenant or condition or of any other covenant or condition of this Lease. Whenever in this Lease Lessor reserves or is given the right and power to give or withhold its' consent to any action on the part of Lessee, such right and power shall not be exhausted by the exercise on one or more occasions, but shall be a continuing right and power during the entire term of this Lease.
- 22. Force Majeure. Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance of the covenant obligation is delayed or prevented by force majeure.
- 23. Rights or Mortgagee. If the interest of Lessor under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any first mortgage on the Leased Premises, Lessee shall be bound to the transferee (sometimes called the "Purchaser") under the terms, covenants and conditions of this Lease for the balance of the term remaining, and any extensions or renewals, with the same force and effect as if the Purchaser were the Lessor under this Lease, and Lessee agrees to attorney to the Purchaser including the Mortgagee under any such mortgage, if it be the Purchaser, as its' lessor, the attainment to be effective and self-operative without the execution of any further instruments upon the purchaser succeeding to the interest of the Lessor under this Lease. The respective rights and obligations of Lessee and the purchaser upon the attainment, to the extent of the then remaining balance of the term of this Lease and any extensions and renewals, shall be and are the same as those set forth in the Lease.
- 24. Quiet Enjoyment: Subordination. Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and, that Lessee, upon payment of the required rents and performing the terms, conditions, covenants, and agreements contained in this Lease, shall peaceably and quietly have, hold, and enjoy the Leased Premises during the full term of this Lease as well as any extension or renewal, provided, however, that Lessee accepts this Lease subject and subordinate to any recorded mortgage, or other lien presently existing upon the Leased Premises. Lessor is hereby irrevocably vested with full power and authority to subordinate Lessee's interest under this Agreement to any mortgage or other lien hereafter placed on the demised premises, and Lessee agrees upon demand to execute additional instruments subordinating this Lease as Lessor may require.
- 25. Holding over. In the event of holding over by Lessee after the expiration or termination of this Lease, the hold over shall be as a tenant at will and all of the terms and provisions of this Lease shall be applicable during that period, except that Lessee shall pay Lessor as rental for the period of such hold over an amount equal to one hundred and twenty percent of the rent which would have been payable by Lessee had the holding over period been a part of the original term of this Lease and payable in the same manner.

Lessee agrees to vacate and deliver the premises to Lessor upon Lessee's receipt of notice from Lessor to vacate. No holding over by Lessee, whether with or without consent of Lessor, shall operate to extend this Lease except as otherwise expressly provided.

26. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by first class mail, postage prepaid, to:

In the case of Lessor Howard Brodsky
3900 E. Harry Suite 125
Wichita, Kansas 67218

In the case of Lessee: NetSystems LLC 2709 Boulevard Plaza Wichita, Kansas 67230

- 27. <u>Successor</u>. This Lease shall be binding and inure to benefit of Lessor and Lessee, their heirs, personal representatives, successors, and assigns, but Lessee's right to assign is restricted as provided herein.
- shall continue to be held by lessor as security for the full and faithful performance by Lessee of all of the terms, conditions, provisions and payments required by this Lease. In the event of default by Leasee in respect of any of the conditions of this lease, Lessor may use, apply or retain all or any part of the security deposit for the payment of any unpaid rent, or for any other amount which lessor may be entitled to pursuant to the terms and conditions of this Lease, or for any damages or deficiency in the reletting of the leased premised upon the termination of this Lease due to the default of the Lessec, regardless of whether the accrual of such damages or deficiency occurs before or after an eviction or a summary re-entry or other re-entry by Lessor. If Lessor so uses or applies all or any portion of the deposit, Lessee shall, within ten (10) days after demand therefore, deposit cash with Lessor in any amount sufficient to restore the deposit to the full breach of this Lease. Upon the termination of this Lease, any portion of the security deposit not so used or applied or not required for such use or application shall be forthwith returned to Lessee.
  - 28 AGENCY. Unless indicated otherwise by an attached Addendum. Lessee and Lessor understand and acknowledge that all brokers involved in this transaction represent the Lessor, not the Lessee; that ANY information disclosed by the Lessee to any other broker in this transaction has been and will be disclosed to the Lessor; and that this agency relationship was disclosed to the Lessee when the broker agreed to expose properties to the Lessee.
  - Public statements. Lessee agrees to avoid any remarks which would negatively the reputation of the Boulevard Plaza Shopping Center or its tenants.

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# 30. Estoppel Certificates

Lessee shall, without charge, at any time and from time to time within ten (10) days after request by Lessor, deliver a written instrument to Lessor or any other person, firm or coporation specified by Lessor, duly executed and acknowledged, certifiying:

- a) That this lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;
- b) Whether or not there are then existing any setoffs or defenses in favor of Lessee against the enforcement of any of the terms, covenants and conditions of this Lease by Lessor, and if so, specifying the same, and also whether or not Lessor has observed and performed all of the terms, covenants and conditions on the part of Lessor to be observed and performed. and if not, specifying the same; and
- c) The dates to which base rent, percentage rent, and any other charges hereunder have been paid.
- 31 Right to lease extensions. Providing it is not in default, leasee may extend this lease for a period of an additional thrity-six months at the lease rate of \$2800.00 per month. Notification of the intention to extend should be given sixty days prior to the end of the nitial lease term
- 33. Lessor hereby grants to Lessee Permission to occupancy premises upon acceptance of the lease by both parties will all terms and conditions of the Lease in effect commencing the with Lessee's occupancy except that Lessee will not be liable to rent prior to September 1, 2007.. Access will be granted immeditely upon the quitting of the premises by the former tenant.
- 34. ADA Compliance. Lessee understands that Lessor has not agreed to make any changes or to pay for any changes to meet the requirements of the Americans with Disabilities Act. Lessee also has no agreed to make nay changed to meet the requirements of the Americans with Disability Act.

IN WITNESS WHEREOF, this Lease has been executed as of the date first above written.

"LESSOR"	"LESSEE"
Howard Brodsky By: 11002004	NetSystems, LLC
Title: (1.11/4/4	Title: Marajin Penter

# Appendix A

Lessor agrees to pay up to four hundred dollars for moving expenses to be completed no later than October 1, 2007. The service must be arranged through the Lessor and contracted with OK Transfer. If there are additional moving expenses beyond the agreed upon \$400 billed to Lessor, Lessee agrees to reimburse Lessor within 14 days of being presented with a bill.



# **Commercial Lease Agreement**

THIS LEASE AGREEMENT made and entered into this 31st day of July, 2019.

# By and Between

Baltimore Exchange, LLC
Hereinafter referred to as
"Landlord"

# And

Net Systems
Hereinafter referred to as
"Tenant"

#### WITNESSETH THAT:

Landlord is the owner of the real estate described as follows:

An approximate 5,500 square foot commercial space located at 2709 Boulevard Plaza, Wichita, Kansas.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed between the parties as follows:

- Term. The term of this Lease shall be for a period of two (2) years, commencing on September 1<sup>st</sup>, 2019 with rent commencing on September 1<sup>st</sup>, 2019 and expiring August 31<sup>st</sup>, 2021. If the Landlord is not able to provide the premise to Tenant by the Commencement Date, Tenant will have no obligation to the terms of this Lease Agreement. Tenant shall use said leased premises for operating an massage parlor and such other related and similar enterprises as Tenant may desire, but for no other use without Landlord's prior written consent. The leased premises are referred to herein as the "premises", "leased premises" or "leased property".
- Rental. Tenant agrees to pay Landlord for the use of said premises for the term stated, the total sum of \$50,400.00 in twenty-four (24) equal monthly payments of two-thousand, one-hundred dollars(\$2,100.00) per month.

- a. Rent shall be due on the first day of each month. Any installment that is not received by the 5<sup>th</sup> day of each shall incur a late fee of \$50.00 plus \$5.00 per day thereafter until the past due balance is paid in full.
- b. Landlord and Tenant agree that at full execution of the original Lease Agreement (July, 31 2007) Tenant paid a security deposit in the sum of \$2,100.00. If Tenant defaults with respect to any provision of this lease, including but not limited to the provisions relating to the payment of rent or other charges, Landlord may use, apply or retain all or any part of the security deposit for payment of any such rent or any other sum in default, or for the payments of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default. If Tenant shall full and faithfully perform every provision of this lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant without interest at the expiration or termination of this lease.
- <u>Taxes.</u> Landlord shall pay all taxes and assessments, general and special, on the lease premises and buildings and other improvements permanently affixed to the realty.
- 4. Maintenance. Landlord shall perform all maintenance and repairs with regard to roof and structure only. Tenant shall, at its expense, keep the interior of the demised premises, including, but not limited to, all windows, doors, glass, plumbing, and drains in good repair including normal maintenance/repairs/replacement of HVAC Units, ordinary wear and repair damage by fire and other casualty. Tenant, at its sole cost and expense, shall be responsible for the maintenance and repairs up to five-hundred (\$500) dollars. Any balance remaining after Tenant has paid the \$500 is the Landlord's responsibility. Landlord must be notified prior to work being completed. Tenant shall be responsible for pest control. Tenant shall be responsible for snow removal, mowing, and landscaping the Leased Premises. Tenant understands that the Leased Premises is being leased in "As-Is" condition.
- 5. <u>Use of Premise.</u> No business shall be carried on, or be permitted to be carried on, upon the demised premises which is contrary to any ordinances of the City of Wichita, Kansas, or the statutes of the State of Kansas, nor will Tenant do or permit anything be done thereon to constitute a nuisance or which will increase fire hazard or insurance rates, or which will invalidate any policy of insurance on the leased premises.
- 6. <u>Liability Insurance.</u> Tenant further covenants and agrees, at all times during the term hereof, at Tenant's own expense to maintain and keep in force, for the mutual benefit of the Landlord and Tenant, general and public liability insurance against claims for personal injury, death, or property damage occurring in, on, or about the demised premises to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00), in respect to

bodily injury and or property damage of any one occurrence; to the limit of not less than Two Million Dollars (\$2,000,000.00) aggregate limit. *Tenant agrees to maintain Landlord's name and management company name (CPSG, LLC) as additional names insured in the insurance set out above and to provide Landlord with a Certificate of Insurance within 10 days of occupancy or use of the premises.* Said Certificate of Insurance to be provided by an insurance company agreeable to the Landlord and to provide that the insurance coverage set forth in the Certificate will not be cancelled without a thirty (30) day notice to the Landlord unless the insurance terminates due to the expiration of the policy of the insurance.

7. Indemnification. Tenant shall keep, protect, and save harmless Landlord from any loss, cost, claim, judgment, or expense of any sort or nature (including reasonable attorneys' fees) and from any liability to any person, natural or artificial other to the parties to this agreement, on account of any injury, damage, or death to any person or property arising out of any failure of Tenant in any respect to comply with and perform all the covenants, requirements, and provisions contained herein.

Landlord shall keep, protect, and save harmless Tenant from any loss, cost, claim, judgment, or expense of any sort or nature (including reasonable attorneys' fees) and from any liability to any person natural or artificial, on account of any injury, damage, or death to any person or property arising out of any failure of Landlord in any respect to comply with and perform all of the covenants, requirements, and provisions contained herein.

- 8. <u>Hazard Insurance.</u> Tenant shall keep the improvements located on the leased premises insured against loss or damages by fire, with extended coverage endorsement in any amount not less than eighty percent (80%) of the full insurable value as determined from time to time. The term "full insurable value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations and footing below the basement floor), without deduction for physical depreciation.
- 9. <u>Alterations.</u> Tenant shall not have the right to construct any building or other structures or to make any improvements to the leased premises without the prior express written consent of Landlord; provided, however, that at the expiration of this Lease, the building and all other improvements permanently affixed to the realty, whether or not installed or made by Tenant (with or without the permission of Landlord, as required herein), shall become the sole property of the Landlord.

Tenant shall have the right and privilege of erecting and installing additional offices and trade fixtures necessary to carry on its business; provided, however, that such installations

will not injure the premises and shall be made in a first class, workmanlike manner and comply with all laws, ordinances, rules, and regulations of governmental authority, as well as a board of fire insurance underwriters. Upon termination of this Lease, or any renewal hereof, Tenant shall have the privilege of removing such installations, provided that no damage is causes thereby to the premises and the building. Upon the expirations of this Lease, all such additions, alterations, or improvements not so removed shall be the sole and exclusive property of Landlord, Landlord shall not unreasonably withhold it consent hereunder.

- 10. <u>Liens and Encumbrances.</u> Tenant covenants and agrees at all times to keep the leased premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished, or work or labor performed upon the leased premises at Tenant's request or by Tenant's authority.
- 11. <u>Utilities.</u> Tenant shall furnish, at Tenant's own cost and expense with no cost and expense to Landlord, all utilities necessary for the operation of Tenant's business, including but not limited to electric, gas, water, sewer and trash service. *Tenant will place all utilities into their own name within five (5) business days from execution of contract.*
- 12. <u>Assignment and Subleasing.</u> Tenant shall have no right to assign or transfer this Lease or to underlease or sublease the whole or any part of the leased premises, except with written consent of Landlord. Landlord shall not unreasonably withhold its consent hereunder.
- 13. Damage by Fire or Other Casualty. Tenant shall use every precaution against fire and shall, in case of fire or other casualty for which Tenant is not under an obligation to repair, immediately notify Landlord, who shall, unless the building be so damaged that Landlord shall decide not to repair or rebuild, thereupon cause the damage to be promptly repaired, but if the premises be so damaged so that Landlord shall decide not to repair or rebuild, either temporarily or permanently, then the term shall cease as of the date on which the casualty occurred, with no further obligation of either party hereunder to recognize this Lease if the building be later rebuilt. If Landlord shall decide to rebuild or repair, then the rent during the restoration period shall abate in proportion and to the extent that the premises have been rendered unprintable by said casualty.
- 14. <u>Right to Landlord to Enter and Inspect.</u> Landlord hereby reserves, and Tenant hereby accords to Landlord, the right, personally or through any representative or representative of Landlord's choice, to enter upon and inspect the leased premises, anytime during normal

business hours, for the purpose of inspecting the premises, exhibiting the same to the prospective purchaser or Tenant, or otherwise, and the further right, at any time within two (2) months prior to the expiration of this Lease, to place or affix upon suitable exterior portions, not including windows or doors, of this Lease, to place or affix upon suitable exterior portions, not including windows or doors, of the leased premises signs and notices that the same are for sale or for rent.

15. <u>Condemnation</u>. If the whole of the leased property is taken for any public or quasi-public use under any statute or by the right of eminent domain, this Lease shall expire on the date when the leased property shall be so taken, and the rental shall be abated as of that date. No party of any award from any condemning authority shall inure or belong to Tenant. Provided that this provision shall not prevent recovery by Landlord of damages to its business rights and interests, occasioned by such taking.

If any part (but less than the whole) of the leased property shall be taken for any public use or quasi-public use under any statute, or by right of eminent domain, then this Lease shall automatically terminate as of the date title shall be taken with respect only to that portion of the leased premises so taken. If the remainder of the leased premises is, by reason of such taking, rendered unusable for the purpose for which the leased property was leased, the Landlord and Tenant shall each have the right to terminate this Lease on thirty (30) days' notice to the other given within ninety (90) days after the date of such taking. In the event of such partial taking, the rental hereunder shall abate in the same proportion as the value of the portion of the leased premises taken bears to the then current value of the entire premises being leased hereunder.

- 16. <u>Default.</u> If any default of Landlord hereunder shall continue uncorrected for thirty (30) days after written notice thereof from Tenant, this Lease may be terminated by Tenant at any time thereafter during the continuance of such default by giving written notice to landlord of such termination. If Tenant shall fail to pay any installments hereunder and shall continue in default for a period of ten (10) days after written notice thereof by Landlord, or if Tenant shall fail to promptly keep and perform any other affirmative or negative covenants of this Lease strictly in accordance with the terms of this Lease after written notice thereof by Landlord or default and demand of performance, then and in any such event and as often as any such event shall occur, Landlord may:
  - a. Declare the said term ended and enter into said demised premises, or any part thereof, to repossess and enjoy said premises as in the Landlord's former estate; using such force as may be necessary so to do, and so to repossess and enjoy said premises as in the Landlord's former estate; or Landlord shall have the right to remove, at Tenant's expense, any of Tenants' property left remaining in or on the premises.

- 17. Bankruptcy and Insolvency. In the event a voluntary or involuntary petition in bankruptcy filed by or against Tenant, or in the event a petition is filed by or against Tenant seeking to invoke the benefits of any bankruptcy or reorganization law, or in the event Tenant shall make a general assignment for the benefit of Tenant's creditors, or in the event a trustee or receiver shall be appointed for all or substantially all of the Tenant's assets, then and in any such event or events this Lease shall thereupon instantly and automatically terminate, without the necessity of any notice or other action by Landlord, the Landlord shall thereupon be entitled to precisely the same rights and remedies as if on such date cancellation of this Lease and been effected by Landlord under foregoing Paragraph 15 hereof.
- 18. <u>Holding Over.</u> In the event Tenant shall continue to occupy the premises after the last day of the term hereby created, or after the last day of any extension of said term, the Landlord elects to accept rent thereafter, a tenancy from month to month only shall be created and not for any longer period, but subject to all other provisions of this Lease. Rent shall increase 150%.
- 19. <u>Surrender or Termination</u>. Upon expiration of this Lease for any reason, wither by reason of expiration of the term hereof or cancellation for default of otherwise, Tenant shall and hereby covenants and agrees forthwith peaceably to surrender and deliver possession of the leased premises to Landlord, and in as good of condition and repair as the same were in at inception of this Lease, reasonable wear and tear, depreciation, and damages from the elements and acts of God excepted, including, but not limited to, the obligation to repair any and all damaged caused by Tenant's removal of any trade fixtures for equipment installed by Tenant during the term hereof.
- 20. Notices. All notices required, or which may be given hereunder shall be considered as properly given if delivered in writing personally or sent by certified mail, postage prepaid with return receipt requested, addressed to Landlord at the address of 2024 N Woodlawn, #200, Wichita, Kansas 67208 and Tenant at 2709 Boulevard Plaza, Wichita, KS. Notices served by mail shall be deemed to have been given on the date on which such notice is deposited in the United States Mail.
- **21.** Entirety of Agreement. This instrument incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Lease Agreement.

- 22. <u>Successors and Assigns.</u> The covenants, agreements, and payments herein contained shall extend to and bind the heirs, administrators, executors, trustees, successors, assigns, and agents of each of the parties hereto, except as herein otherwise provided.
- 23. <u>Modifications.</u> Neither this Lease nor any of the rights secured to any of the parties hereto may be waived, modified, supplemented, or otherwise altered, unless in writing, duly signed by all the parties hereto.
- 24. Right to Advertise with Signage. In the event Tenant does not exercise option given to Tenant or Tenant elects not to renew this lease; then Landlord shall have the right to display a "For Lease" sign on the subject property ninety (90) days prior to Tenant's lease expiration.

In witness whereof, the parties have hereunto subscribed names and caused this Lease Agreement to be executed in duplicate, each of which shall be considered on original hereof, as of the day, month, and year first above written.

Landlord:	
_	
By:	
Printed Name:	
Date:	
Tenant:	
By:	
Printed Name:	
Date:	

# "Exhibit A" GUARANTY

THIS GUARANTY ("Guara	nty") is hereby executed this day of	2019, by
('	"Guarantor"), in favor of	("Landlord").
1. In consideration of	of, and as an inducement for, the execution a	and delivery by Landlord of the
lease dated	(the "Lease"), between Landlord	d and
of which Guarantor is a p	rincipal owner, with respect to certain leased	d premises in the Lease
("Premises") and for one	(\$1.00) Dollar and other good and valuable of	consideration, the receipt and
adequacy of which is here	eby acknowledged, Guarantor does hereby, j	ointly and severally with any
other Guarantor of the Le	ease, unconditionally guarantees to Landlord	and its successors and assigns,
the full and timely perfor	mance by Tenant of all of its obligations con	tained in the Lease on Tenant's
part to be performed dur	ing the term of the Lease and any renewal or	r extension thereof, together
with all reasonable attori	neys' fees and disbursements and all litigatio	n costs and expenses incurred or
payable by Landlord or fo	or which Landlord may be responsible or liabl	le; and Guarantor hereby further
expressly covenants and	agrees that neither the obligations nor the lia	ability of Guarantor hereunder
shall in any wise be termi	inated or otherwise affected or impaired by i	reason of Landlord's assertion
against Tenant of, or Land	dlord's failure to assert against Tenant, any o	of the rights or remedies
available to Landlord pur	suant to the Lease or allowed at law or in eq	uity.

- In addition to the guaranty obligations set forth in Paragraph 1 above, Guarantor hereby covenants and agrees to pay within ten (10) days after Landlord's demand therefor, all reasonable attorneys fees and disbursements and all litigation costs and expenses incurred or pay by Landlord in connection with the enforcement of this Guaranty.
- 3. This Guaranty is an absolute and unconditional guaranty of payment (and not merely of collection). Guarantor acknowledges that this Guaranty and Guarantor's obligations and liabilities under This Guaranty are and shall at all times continue to be absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to this Guaranty and the obligations and liabilities of Guarantor under this Guaranty or the obligations or liabilities of any other person or entity (including, without limitation, Tenant) relating to this Guaranty or the obligations or liabilities of Guarantor hereunder or otherwise with respect to the Lease or to Tenant. This Guaranty sets forth the entire agreement and understanding of Landlord and Guarantor and Guarantor acknowledges that no oral or other agreements, understandings, representations or warranties exist with respect t this Guaranty or with respect to the obligations or liabilities of Guarantor under this Guaranty.
- 4. Guarantor hereby covenants and agrees to and with Landlord and its successors and assigns, that Guarantor may be joined in any action against Tenant in connection with the Lease, and that recovery may be had against Guarantor in such action or in any independent action against Guarantor

without Landlord or its successors or assigns first pursuing or exhausting any remedy or claim against Tenant or its successors or assigns or any other remedy or claim under any other security for, or guaranty of, its obligations or liabilities of Tenant under this Lease.

- 5. This Guaranty shall be a continuing guaranty, and shall survive a termination of the Lease. Guarantor further covenants and agrees that Guaranty shall not be affected or impaired by, and shall remain and continue in full force and effect as to, any renewal, amendment, modification or extension of the Lease and as to any assignment of Lease or any interest therein or the subletting of all or portions of the Premises and shall cover, apply to and incorporate all of the terms, covenants and conditions of all such renewals, amendments, modifications, extensions, assignments and sublettings (without need of any notice or consent of Guarantor thereto) regardless of who occupies the Premises or whether or not any portion of the Premises is occupied. Additionally, Guarantor further covenants and agrees that this Guaranty shall not be affected or impaired by, and shall continue in full force and effect notwithstanding (i) the enforceability, or unenforceability, of any provision of the Lease, or any such renewal, amendment, modification, extension or assignment thereof of sublease of all or any portion of the Premises, (ii) any extension of time that may be granted to Tenant or its successors or assigns, (iii) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement or readjustment of, or other similar proceeding affecting the Tenant or any of its assets or the disaffirmance, rejection or postponement in any such proceeding of any of Tenant's obligations or undertakings set forth in the Lease, or (iv) the merger or consolidation of the Tenant with any corporation, or other entity, or the sale, divesture or other disposition of any or all of the interest of Guarantor in the Tenant or any entity controlling, controlled by or under common control with Tenant, or (v) the holding over by Tenant in the Premises after the expiration of the Lease. For purposes hereof, "control" shall mean the possession of the power to direct or cause the direction of the management and policies of such corporation or other entity whether through the ownership of voting securities, by contract or otherwise.
- 6. All of Landlord's rights ad remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned, whether exercised by Landlord or not, is intended to be in exclusion or a waiver of any of the others. This Guaranty cannot be modified, waived or terminated unless such modification, waiver or termination is in writing, signed by Landlord.
- 7. Neither the obligations nor the liabilities of Guarantor hereunder shall be released, reduced, diminished, offset or otherwise affected by the existence of, or Landlord's receipt, application, use, retention or release of, any security given for the performance, observance and compliance with any of the terms, covenants or conditions required to be performed, observed or complied with by Tenant under the Lease, and for the purposes of Guarantor's obligations and liabilities under this Guaranty, Landlord shall be deemed not to be holding any security under the Lease and not to have applied, used or retained any security deposit.

- 8. No failure or delay on the part of Landlord in exercising any right, power or privilege under this Guaranty shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 9. This Guaranty shall be enforced and construed in accordance with the laws of the State of Kansas but without regard to its conflicts of laws principals and shall be binding upon and inure to the benefit of Landlord and Guarantor and their respective heirs, executors, administrators, legal representatives, successors and assigns. Guarantor acknowledges and agrees that all disputes arising directly or indirectly, out of or relating to this Guaranty, and all actions to enforce this Guaranty, shall be dealt with and adjudicated in the courts of the State of Kansas, as Landlord may elect; and Guarantor hereby expressly and irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Guaranty. So far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in a manner permitted by law or permitted herein, shall be necessary in order to confer jurisdiction upon any Guarantor in any such court. Provided that service of process is effected upon a Guarantor in a manner permitted by law or as otherwise permitted herein, such Guarantor irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise, (a) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court as is mentioned in the previous paragraph, (b) any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum, or (c) any claim that is not personally subject to the jurisdiction of the above-named courts.
- 10. If any provision of this Guaranty or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Guaranty, or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this Guaranty shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day of	2019.
GUARANTOR:	

W2-8-1

# WOMERS SECOND ADDITION TO WICHITA KANSAS.



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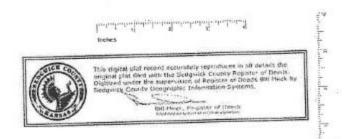
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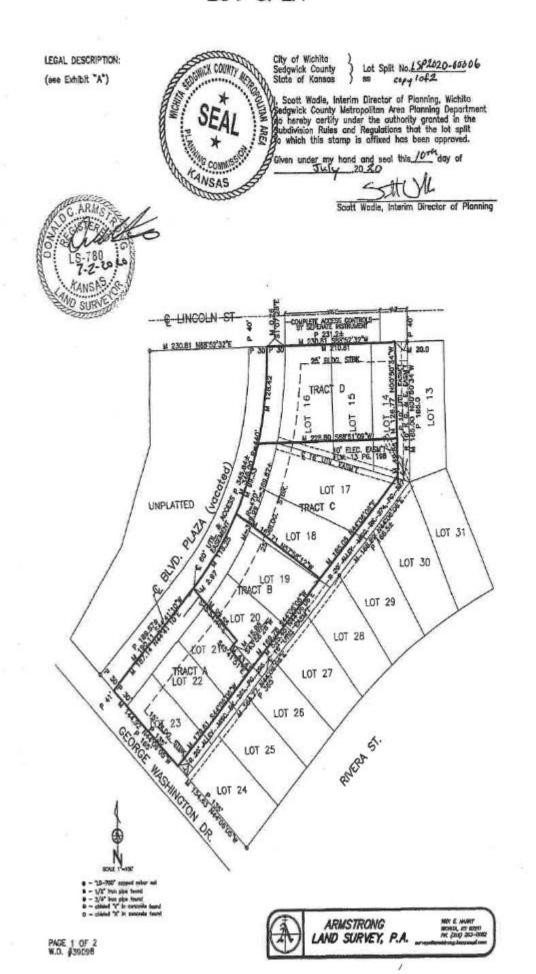
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W2-8-7



# LOT SPLIT





1601 E. Harry WICHITA, KS 67211 Ph. (316)263-0082 surveys@armstrong.kscoomail.com

#### **EXHIBIT "A"**

#### PARCEL A:

That part of Lots 20, 21, 22 and 23, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as BEGINNING at a point on the Southwesterly line of said Lot 23, point being 20 feet Northwest of the most Southern corner of said Lot 23; THENCE N44°06′06″E parallel with the Southeasterly lines of said Lots 20, 21, 22 and 23, a distance of 170.61 feet; THENCE N45°41′51″W, a distance of 43.41 feet; THENCE N43°56′28″E, a distance of 15.88 feet; THENCE N45°54′56″W, a distance of 99.55 feet to the centerline of said vacated; Mesita Drive; THENCE S44°41′10″W along the centerline of said vacated Mesita Drive, a distance of 187.14 feet to the Southwesterly line of said Lot 23 extended; THENCE S44°06′05″E, a distance of 144.92 feet to the point of BEGINNING, containing 26,211.73 square feet more or less.

#### PARCEL B:

That part of Lots 18, 19, 20 and 21, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as COMMENCING at a point on the Southwesterly line of said Lot 23, point being 20 feet Northwest of the most Southern comer of said Lot 23; THENCE N44°06'06"E parallel with the Southeasterly lines of said Lots 20, 21, 22 and 23, a distance of 170.61 feet for a point of BEGINNING; THENCE N45°41'51"W, a distance of 43.41 feet; THENCE N43°56'28"E, a distance of 15.88 feet; THENCE N45°54'56"W, a distance of 99.55 feet to the centerline of said vacated; Mesita Dirve; THENCE N44°41'10"W along the centerline of said Mesita Drive, a distance of 2.97 feet to the point of curvature of a curve to the left; THECE Northeasterly along said centerline being a curve with a radius of 440 feet, a curve distance of 118.25 feet; THENCE S57°58'12"E, a distance of 162.71 feet to a point 20 feet Northwesterly of the Southeasterly line of said Lot 18; THENCE S44°06'06"W parallel with the Southeasterly lines of Lots 18, 19, 20 and 21, 169.78 feet the point of BEGINNING, containing 21,165.88 square feet more or less.

#### PARCEL C:

That part of Lots 14, 15, 16, 17 and 18, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as COMMENCING at a point on the North line of said Lot 14, point being 20 feet West of the Northeast corner of said Lot 14; THENCE S88°52'33"W along the North line of said Lot 14, a distance of 230.81 feet to the centerline of said vacated Mesita Drive; THENCE S01°07'28"E along the centerline of said Mesita Drive, a distance of 0.26 feet the point of curvature of a curve to the right; THENCE Southwesterly along said centerline being a curve with a radius of 440 feet, a curve distance of 128.42 feet for a point of BEGINNING; THENCE continuing along said curve with a radius of 440 feet, a curve distance of S57°58'12"E, a distance of 162.71 feet to a point 20 feet Northwesterly of the Southeasterly line of said Lot 18; THENCE N44°06'06"E parallel with the Southeasterly line of said Lots 17 and 18, a distance of 185.05 feet; THENCE N00°50'34"W parallel with the East line of said Lots 14, a distance of 49.86 feet; THENCE S88°51'09"W, a distance of 228.80 feet to the point of BEGINNING, containing 31,626.77 square feet more or less.

#### PARCEL D:

That part of Lots 14, 15 and 16, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as BEGINNING at a point on the North line of said Lot 14, point being 20 feet West of the Northeast corner of said Lot 14; THENCE S88°52'33"W along the North line of said Lot 14, a distance of 230.81 feet to the centerline of said vacated Mesita Drive; THENCE S01°07'28"E along the centerline of said Mesita Drive, a distance of 0.26 feet the point of curvature of a curve to the right; THENCE Southwesterly along said centerline being a curve with a radius of 440 feet, a curve distance of 128.42 feet; THENCE N88"51'09"E, a distance of 228.80 feet to a point 20.00 feet West of the East line of said Lot 14; THENCE N00°50'34"W parallel with said East line, a distance of 126.77 feet to the point of BEGINNING, containing 27,473.79 square feet more or less.



Sedguick County Register of Deeds - Tonys Buckingham Doc.\*/Fim-Pg: 30026327

sges Recorded:

Recording Fee: \$72.00

Cashian; leclark

Date Recorded: 01/22/202

Sedgwick County Register of Deads - Tonya Buckingham Doc.#/Flm-Pg: 30033273

ages Recorded:

Recording Fee: \$72.00

Cashier: ghunt

Date Recorded: 02/17

Sedguick County Register of Deeds - Yonga Buckingham Doc.#/Flm-Pg: 30013352

Receipt \*: 2204847 Pages Recorded: 3

Cashier: jfisher

Recording Fee: \$55.00

Date Recorded: 12/07

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Grantor

ARMSTRONG DONALD C LS 780

Grantee

WOMERS SECOND ADDITION

Type of Document

PLAT.LTSP

Recording Fees

\$55.00

Mtg Reg Tax

\$0.00

Total Amount

\$55.00

Return Address

ARMSTRONG LAND SURVEY PA

RETURNED TO CUSTOMER

1601 E. Harry WICHITA, KS 67211 Ph. (316)263-0082 surveys@armstrong.kscoxmail.com

## **EXHIBIT "A"**

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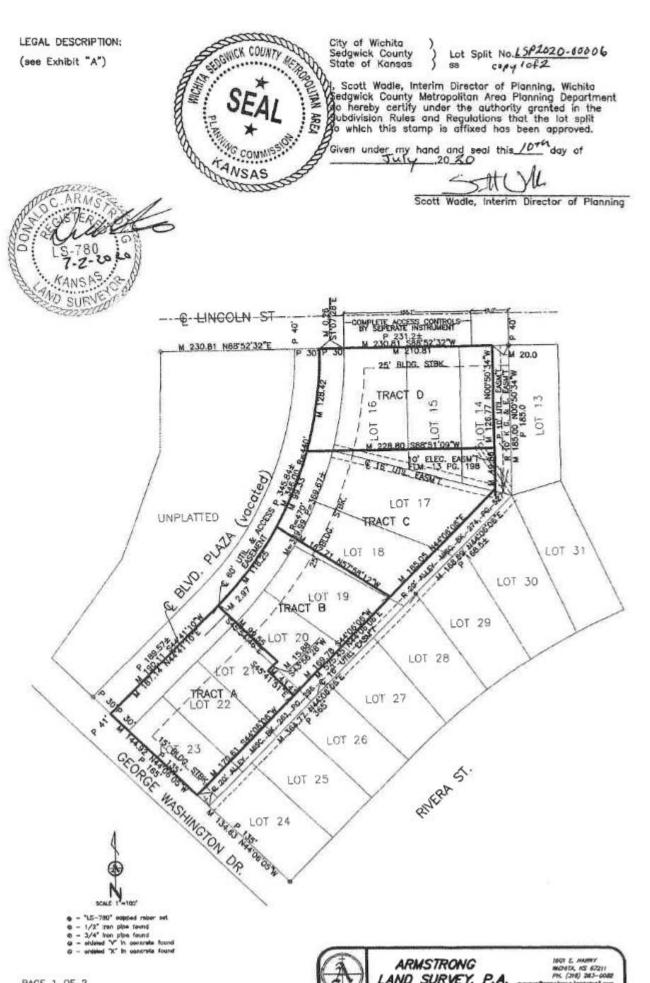
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## LOT SPLIT



39

LAND SURVEY, P.A. ..

		The space above is reserve	ed for REGISTER OF DEEDS
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		FOR USE ONLY IN SEI	DGWICK COUNTY, KS
STATE OF Kansa	IS	)	
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COUNTY OF _Sec	sqwick	)	
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			Donald C. Armstrong PRINT NAME
			TITLE/COMPANY
SUBSCRIBED AN	D SWORN TO	before me on FEBRUAR	17, 2021
		Street	DATE
20	_		Notary Public
Octo	DEL 3	, 20 21_	
1	My term expires		My Appl. Expires 10-03-21
		The space below is reserve	of for REGISTER OF DEEDS



## **ALTA Commitment for Title Insurance**

Issued By

#### First American Title Insurance Company

### Commitment

## COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance

Kenneth D. DeGiorgio, President

Harit P. Pe Sin

Greg L. Smith, Secretary

Issuing Agent: Security 1st Title

▲ Security 1<sup>st</sup> Title

Josh Troyer
727 N Waco Ave
Wichita, KS 67203
Ste 300
(316) 293-1665 (Work)
jtroyer@security1st.com

If this jacket was created electronically, it constitutes an original document.





#### **ALTA Commitment for Title Insurance**

Issued By

#### First American Title Insurance Company

## Schedule A

#### Transaction Identification Data for reference only:

Issuing Agent: Security 1st Title Buyer: A legal entity to be determined

Issuing Office: Title Contact: Josh Troyer

ALTA Universal ID: 1010831 727 N Waco Ave Wichita, KS 67203

Loan ID Number: Ste 300

Commitment No.: C-JT3016497 (316) 293-1665 (Work) itroyer@security1st.com

Property Address: 2709 E. Boulevard Plaza

Wichita, KS 67211

## **SCHEDULE A**

1. Commitment Date:

01/30/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 06-17-06 Proposed Policy Amount: \$1,000.00

Proposed Insured: A legal entity to be determined

3. The estate or interest in the Land described or referred to in this Commitment is:

#### **Fee Simple**

4. The Title is, at the Commitment Date, vested in:

Baltimore Exchange, LLC, a Kansas limited liability company

5. The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.





#### **ALTA Commitment for Title Insurance**

Issued By

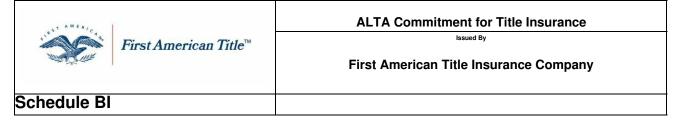
### First American Title Insurance Company

Commitment No.: C-JT3016497

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Commitment No.: C-JT3016497

#### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- **3**. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be property authorized, executed, and recorded in the Public Records.
- 5. Furnish to the Company the identity of the proposed insured and policy liability amount. We reserve the right to make any additional requirements or exceptions upon review.
- 6. File a partial release of the Mortgage dated April 12, 2022, recorded April 15, 2022, as Doc#/Flm-Pg: 30155734, made by Baltimore Exchange LLC, a Kansas limited liability company, to Capitol Federal Savings Bank, in the amount of \$408,000.00.
- 7. File a partial release of the Assignment of Rents dated April 12, 2022, recorded April 15, 2022, as Doc#/Flm-Pg: 30155735, made by Baltimore Exchange LLC, a Kansas limited liability company, to Capitol Federal Savings Bank.
- 8. We have a copy of the Articles of Organization dated June 22, 2015 and a copy of the Operating Agreement dated June 23, 2015 of Baltimore Exchange, LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.

Any instrument to be executed by Baltimore Exchange, LLC must:

- 1. Be executed in the limited liability company name, and
- 2. Be signed by Talal Adnan Timsah, Manager.
- File a Warranty Deed from Baltimore Exchange, LLC, a Kansas limited liability company, to a buyer to be determined.



#### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

#### 10. Recording Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page) Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page) Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

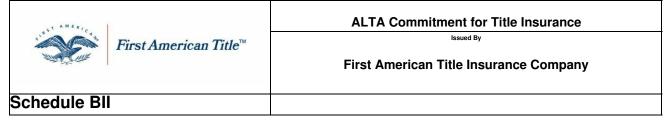
The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.





Commitment No.: C-JT3016497

# SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Easements, or claims of easements, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be
  disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the
  Land.
- 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
- 7. General taxes and special assessments for the fiscal year 2022 in the original amount of \$3,365.56.

First Installment: \$1,682.78, PAID

Second Installment: \$1,682.78, DUE, but not delinquent until after May 10, 2023

Property I.D. # C-15429

PIN # 00160984

- 8. The following matters shown on or disclosed by the recorded plat referred to in the legal description: building setback lines and easements.
- 9. Easements, if any, for public utilities installed in, under, or upon the vacated Mesita Drive prior to the vacation thereof, and for which no notice appears in the Official Records.
- An easement for utilities, recorded as Misc. Book 249, Page 1.
   In favor of: Kansas Gas & Electric Company
   Affects: a portion of subject property
- 11. Affidavit by a Kansas Gas and Electric Company employee claiming right-of-way over a portion of subject property recorded in/on Film 13, Page 198
- 12. Terms and provisions of the lot split filed on Doc#/Flm-Pg: 30013352, refiled on Doc#/Flm-Pg: 30026327 and Doc#/Flm-Pg: 30033273.



- 13. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of a resolution filed on Film 236, Page 1192.
- 14. Rights or claims of parties in possession not shown by the public records.

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.



#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions:
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements; and
  - (f) Schedule B, Part II-Exceptions; and

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.



#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.





#### **Privacy Notice**

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit https://www.firstam.com/privacy-policy/. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please <u>visit https://www.firstam.com/privacy-policy/.</u>

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



#### For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

<u>Verification Process.</u> For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

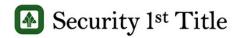
<u>Right of Non-Discrimination.</u> You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <a href="https://www.firstam.com/privacy-policy">https://www.firstam.com/privacy-policy</a>.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months

<u>Notice of Disclosure</u>. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy





## **PRIVACY POLICY**

## WHAT DOES SECURITY 1<sup>ST</sup> TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1<sup>ST</sup> Title, LLC, pursuant to Title V of the Gramm-Leach-Billey Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices		
How often does Security 1 <sup>st</sup> Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.	
How does Security 1 <sup>st</sup> Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.	
How does Security 1 <sup>st</sup> Title collect my personal information?	We collect your personal information, for example, when you	
	request insurance-related services	
	provide such information to us	
	We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.	
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.	
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203	



Sedgwick County Register of Deeds - Tonya Buckingham Doc.#/Flm-Pg: 29808394 Receipt #: 2086512 Recording Fee: \$38.00

Pages Recorded: 2 Cashier: leclark

Date Recorded: 10/29/2018 10:24:45 AM

After recording mail to: 2024 N. Woodlawn, Suite 200 Wichita, KS 67208

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. 14

### ADMINISTRATOR'S DEED

THIS INDENTURE made this ALAA day of October, 2018, by and between Paul D. Brodsky, as Administrator of the estate of Howard S. Brodsky, deceased ("Grantor"), by virtue of an order of sale dated May 1, 2018, issued from the District Court of Sedgwick County, Kansas, after notice given as provided by law and the order of the District Court, Grantor having sold the real estate hereinafter described in conformity with the order. The sale was confirmed as provided by law by the order of the District Court dated October 25, 2018, in consideration of the sum of Five Hundred Sixty-five Thousand and No/100 Dollars (\$565,000.00), the receipt of which is acknowledged.

The Grantor, does hereby grant, sell and convey to Baltimore Exchange, LLC, a Kansas limited liability company, its successors and assigns ("Grantee"), all right title and interest of Howard S. Brodsky, deceased, discharged from liability for the decedent's debts, in and to the following described real estate in Sedgwick County, Kansas:

Parcel #1:

A tract described as beginning at a point 60 feet west of the Northwest corner of Lot 16, Block 1, Womer's Second Addition to Wichita, Sedgwick County, Kansas, thence south 0.26 feet to P.C. of a curve to the right with a radius of 410 feet and a delta angle of 45°2', a distance of 322.01 feet to point of tangency of said curve, thence in a southwesterly direction along said tangent 189.78 feet more or less to the intersection of the East line of George Washington Drive and the North line of Mesita Drive, now Estelle Avenue, as platted in said Womer's Second Addition, thence in a northwesterly direction along the Easterly side of said George Washington Drive, 69 feet, thence with a deflection angle to the right of 81°20' for a distance of 148 feet, thence with a deflection angle to the left of 15°20' for a distance of 141 feet, thence with a deflection angle to the left of 19°18' for a distance of 123.6 feet, more or less, to the South line of Lincoln Street, thence east along the South line of Lincoln Street 163 feet to place of beginning, together with the West Half of vacated Mesita Drive abutting on the east thereof, all in the Southeast Quarter of Section 27, Township 27 South, Range 1 East, Sedgwick County, Kansas, except therefrom that part dedicated for alleys in Book Misc. 261, Page 296; and Book Misc. 274, Page 527.

1

E-Recorded by Security 1st Title LLC

Deborah Beck 316.293.1688

2215022 File No.

Parcel #2:

Lots 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Block 1, Womer's Second Addition to Wichita, Kansas, Sedgwick County, Kansas, together with the East Half of vacated Mesita Drive abutting on the West, except therefrom that part dedicated for alleys in Book Misc. 261, Page 296; and Book Misc. 274, Page 527.

EXCEPT AND SUBJECT TO: a) taxes and assessments, general and special, not now due and payable; b) easements, restrictions, declarations, covenants, zoning ordinances and other governmental limitations (including, without limitation, any community unit plan) of record, if any; c) leases, tenancies and rights of parties in possession, if any; d) licenses, reservations, mortgages, liens, encumbrances and other agreements and matters of record, if any, and e) the rights of the public in and to parts thereof in roads, streets or alleys.

TO HAVE AND TO HOLD the above granted premises, together with the appurtenances and hereditaments and every part thereof, unto the Grantee, its successors and assigns, and the Grantor will warrant and defend the same unto the Grantee, its successors and assigns in his capacity as Administrator, against all lawful claims of all and every person claiming the same, or any part thereof, by, through or under Paul D. Brodsky in his capacity as Administrator.

ESTATE OF HOWARD S. BRODSKY,

DECEASED

Paul D. Brodsky, Administrator

STATE OF KANSAS

) ss.

COUNTY OF SEDGWICK

This instrument was acknowledged before me on October 26th, 2018, by Paul D. Brodsky, as Administrator of the estate of Howard S. Brodsky, deceased.

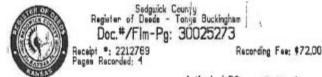
Printed Name:

h & Delle Ber

Notary Public

My Appointment Expires:

DEBORAH L. BECK Notary Public State of Kansas My Appointment Expires Aug. 12, 2022



Cashian: laclank
Data Recorded: 01/20/2021 09:26:29 AM

## QUITCLAIM DEED

Baltimore Exchange, LLC, a Kansas limited liability company ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration, hereby quitclaims to Exodus Church Wichita, all of Grantor's right, title and interest in and to that certain tract of real property described as:

See Exhibit A attached hereto and incorporated by this reference herein.

This conveyance is made subject to all easements, declarations, restrictions, rights-of-way, liens, encumbrances, and other matters of record.

Executed as of the Hth day of December, 2020.

Grantor: Baltimore Exchange, LLC	
By: Talal A. Timsah, Ma	naget
STATE OF KANSAS	)
COUNTY OF SEDGWICK	) ss:

This instrument was acknowledged before me on the ## day of December, 2020 by Talal A. Timsah, in his capacity as Manager of Baltimore Exchange, LLC, a Kansas limited liability company, for and on behalf of said limited liability company.

1

My appointment expires: 1/2/2024

Samantha Nicole Paulsen lotary Public State of Kansas

My Appt Expires 01/23/2024

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The transfer of title set forth in this instrument is exempt from the requirement of a Sales Validation Questionnaire as it is given as a donation (exemption #4).

# EXHIBIT A Legal Description of Property

A tract described as beginning at a point 60 feet west of the Northwest corner of Lot 16, Block 1, Womer's Second Addition to Wichita, Sedgwick County, Kansas, thence south 0.26 feet to P.C. of a curve to the right with a radius of 410 feet and a delta angle of 45°2', a distance of 322.01 feet to point of tangency of said curve, thence in a southwesterly direction along said tangent 189.78 feet more or less to the intersection of the East line of George Washington Drive and the North line of Mesita Drive, now Estelle Avenue, as platted in said Womer's Second Addition, thence in a northwesterly direction along the Easterly side of said George Washington Drive, 69 feet, thence with a deflection angle to the right of 81°20' for a distance of 148 feet, thence with a deflection angle to the left of 15°20' for a distance of 141 feet, thence with a deflection angle to the left of 19°18' for a distance of 123.6 feet, more or less, to the South line of Lincoln Street, thence east along the South line of Lincoln Street 163 feet to place of beginning, together with the West Half of vacated Mesita Drive abutting on the east thereof, all in the Southeast Quarter of Section 27, Township 27 South, Range 1 East, Sedgwick County, Kansas, except therefrom that part dedicated for alleys in Book Misc. 261, Page 296; and Book Misc. 274, Page 527.



Register of Deeds - Tonya Buckingha Doc.#/FIM-Pg: 30146124

Receipt \*: 228 9089 Pages Recorded: 2

Recording Fee: \$38,001

Cashier: Habagus

Date Recorded: 03/11/2022 01:01:14 PM

### QUITCLAIM DEED

Whereas, pursuant to a Quitclaim Deed dated December 14, 2020 and filed of record with the Sedgwick County Register of Deeds Office as Doc.#/FLM-PG: 30025273 (the "December Deed"), Baltimore Exchange, LLC conveyed certain property to Exodus Church Wichita;

Whereas, the December Deed, as filed, in addition to the actual legal description of the property that was to be conveyed to Grantor (which was legally described and set forth on the page entitled "Exhibit A" to the December Deed), also erroneously included on the third page of the filed December Deed a diagram of certain real property owned by Baltimore which was not a part of the conveyance; and

Whereas, the Grantor and Baltimore Exchange, LLC desire to have this deed filed of record to vest in Baltimore Exchange, LLC any interest that Grantor may have in the real property described on Exhibit A to this Quitclaim Deed due to the erroneous inclusion in the December Deed of the diagram of the Baltimore Exchange, LLC property that was not a part of the conveyance to Grantor.

Exodus Church Wichita, a Kansas not-for-profit corporation ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration, hereby quitclaims to Baltimore Exchange, LLC, a Kansas limited liability company, all of Grantor's right, title and interest in and to that certain tract of real property described as:

See Exhibit A attached hereto and incorporated by this reference herein.

This conveyance is made subject to all easements, declarations, restrictions, rights-of-way, liens, encumbrances, and other matters of record.

Executed as of the the day of February, 2022.

By: Water land

Exodus Church Wichft

Name: Kyle Lammott
Title: Elder and Pastor

STATE OF KANSAS )
(SS:
COUNTY OF SEDGWICK )

This instrument was acknowledged before me on the Sth day of February, 2022 by Kyle Lammott in such person's capacity as Corporation, for and on behalf of said Church.

AMANDA WARD
Notary Public - State of Kansas
My Appl. Expires 9-37-20/22

My appointment expires: 9-27-3032

Notary Public

Debble\_B.

The transfer of title set forth in this instrument is exempt from the requirement of a Sales Validation Questionnaire as it is filed for the purpose of clearing a title encumbrance (exemption #12).

Sects/check x2

Scroll to Top

## EXHIBIT A Legal Description of Property

PARCEL A:
That part of Lots 20, 21, 22 and 23, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kensas, AND that portion of vacated Mesita Drive described as BEGINNING at a point on the Southwesterly line of said Lot 23, point being 20 feet Northwest of the most Southern corner of said Lot 23; THENCE N44\*06\*06\*E parallel with the Southessterly lines of said Lots 20, 21, 22 and 23, a distance of 170.61 feet; THENCE N45\*41\*51\*W, a distance of 43.41 feet; THENCE N43\*55\*26\*E, a distance of 15.68 feet; THENCE N45\*54\*56\*W, a distance of 99.55 feet to the centerline of said vacated; Mesita Drive; THENCE S44\*41\*10\*W along the centerline of said vacated Mesita Drive, a distance of 187.14 feet to the Southwesterly line of said Lot 23 extended; THENCE S44\*06\*05\*E, a distance of 144.92 feet to the point of BEGINNING, containing 28,211.73 square feet more or less.

PARCEL 8:
That part of Lots 18, 19, 20 and 21, Block 1, Womers Second Addition to Wichitz, Sedgwick County, Kansas, AND that portion of vacated Meeta Drive described as COMMENCING at a point on the Southwesterly line of said Lot 23, point being 20 feet Northwest of the most Southern comer of said Lot 23; THENCE N44°06'06'E parallel with the Southeasterly lines of said Lots 20, 21, 22 and 23, a distance of 170.61 feet for a point of BEGINNING; THENCE N45°41'51'W, a distance of 43.41 feet; THENCE N43°56'26'E, a distance of 15.88 feet; THENCE N45°54'56'W, a distance of 99.55 feet to the centerline of said vacated; Meetla Drive; THENCE N44°41'10'W along the centerline of said Meetla Drive, a distance of 2.97 feet to the point of curvature of a curve to the left; THECE Nottheasterly along said centerline being a curve with a radius of 440 feet, a curve distance of 18.25 feet; THENCE S57°85'12'E, a distance of 182.71 feet to a point 20 feet Northwesterly of the Southeasterly line of said Lot 18; THENCE S44°06'06'W parallel with the Southeasterly lines of Lots 18, 19, 20 and 21, 189.78 feet the point of BEGINNING, containing 21,165.88 square feet more or less.

PARCEL C:
That part of Lots 14, 15, 16, 17 and 18, Block 1, Womers Second Addition to Wichita, Sedgwick County.
Kansas, AND that portion of vacated Mesita Drive described as COMMENCING at a point on the North
line of said Lot 14, point being 20 feet West of the Northeast comer of said Lot 14; THENCE
S86\*52:33\*W along the North line of said Lot 14, a distance of 230.81 feet to the centerfine of said
vacated Mesita Drive; THENCE S01\*07\*28\*E along the centerfine of said Mesita Drive, a distance of 0.26
feet tha point of curvature of a curve to the right; THENCE Southwesterly along said centerline being a
curve with a radius of 440 feet, a curve distance of 128.42 feet for a point of BEGINNING; THENCE
continuing along said curve with a radius of 440 feet, a curve distance of 857\*58\*12\*E, a distance of
162.71 feet to a point 20 feet Northwesterly of the Southeasterly line of said Lot 18; THENCE
N44\*06\*06\*E parallel with the Southeasterly line of said Lot 18, a distance of 185.05 feet;
THENCE N00\*50\*34\*W parallel with the East line of said Lot 14, a distance of 49.85 feet; THENCE
S88\*51\*08\*W, a distance of 228.80 feet to the point of BEGINNING, containing 31,628.77 square feet
more or less.

PARCEL D:
That part of Lots 14, 15 and 18, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as BEGINNING at a point on the North line of said Lot 14, point being 20 feet West of the Northeast corner of said Lot 14; THENCE S88\*52'33"W along the North line of said Lot 14, a distance of 230.81 feet to the centerline of said vacated Mesita Drive; THENCE S01\*07'28"E along the centerline of said Mesita Drive, a distance of 0.26 feet the point of curvature of a curve to the right; THENCE Southwesterly along said centerline being a curve with a radius of 440 feet, a curve distance of 128.42 feet; THENCE N88\*51'09"E, a distance of 228.80 feet to a point 20.00 feet West of the East line of said Lot 14; THENCE N00\*50'34"W parallel with said East line, a distance of 128.77 feet to the point of BEGINNING, containing 27,473.79 square feet more or less.

## Full Profile

2010-2020 Census, 2022 Estimates with 2027 Projections Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 37.6705/-97.3055

2709 E. Boulevard Plaza	1 mi radius	3 mi radius	5 mi radius
Wichita, KS 67211			
Population			
2022 Estimated Population	11,866	100,587	228,33
2027 Projected Population	12,007	101,928	229,43
2020 Census Population	11,708	100,218	227,95
2010 Census Population	12,113	102,417	231,72
Projected Annual Growth 2022 to 2027	0.2%	0.3%	
Historical Annual Growth 2010 to 2022	-0.2%	-0.1%	-0.19
Households			
2022 Estimated Households	5,291	41,734	94,31
2027 Projected Households	5,343	42,148	94,38
2020 Census Households	5,205	41,432	93,77
2010 Census Households	5,275	41,728	93,96
Projected Annual Growth 2022 to 2027	0.2%	0.2%	
Historical Annual Growth 2010 to 2022	59534959		
Age			
2022 Est. Population Under 10 Years	14.1%	14.6%	13.89
2022 Est. Population 10 to 19 Years	12.0%	13.4%	13.5
2022 Est. Population 20 to 29 Years	15.8%	16.8%	17.3
2022 Est. Population 30 to 44 Years	19.7%	20.2%	19.2
2022 Est. Population 45 to 59 Years	17.0%	16.2%	15.89
2022 Est. Population 60 to 74 Years	14.4%	13.4%	14.69
2022 Est. Population 75 Years or Over	6.9%	5.4%	5.99
2022 Est. Median Age	35.2	32.8	33.
Marital Status & Gender			
2022 Est. Male Population	48.8%	50.4%	49.79
2022 Est. Female Population	51.2%	49.6%	50.39
2022 Est. Never Married	41.2%	40.6%	40.79
2022 Est. Now Married	30.4%	32.6%	35.09
2022 Est. Separated or Divorced	22.4%	21.7%	19.19
2022 Est. Widowed	6.1%	5.1%	5.29
Income			
2022 Est. HH Income \$200,000 or More	1.8%	2.3%	2.79
2022 Est. HH Income \$150,000 to \$199,999	1.4%	2.2%	2.79
2022 Est. HH Income \$100,000 to \$149,999	9.5%	8.5%	9.79
2022 Est. HH Income \$75,000 to \$99,999	11.5%	11.6%	12.20
2022 Est. HH Income \$50,000 to \$74,999	18.6%	19.4%	20.29
2022 Est. HH Income \$35,000 to \$49,999	19.1%	16.5%	16.3
2022 Est. HH Income \$25,000 to \$34,999	10.3%	11.7%	11.19
2022 Est. HH Income \$15,000 to \$24,999	10.8%	11.3%	10.3
2022 Est. HH Income Under \$15,000	16.9%	16.6%	14.9
2022 Est. Average Household Income	\$53,461	\$57,780	\$62,98
2022 Est. Median Household Income	\$42,369	\$47,292	\$50,75
2022 Est. Per Capita Income	\$24,105	\$24,513	\$26,41
2022 Est. Total Businesses	332	4,732	
2022 Est. Total Employees	3,268	58,804	111,05

## **Full Profile**

2010-2020 Census, 2022 Estimates with 2027 Projections Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 37.6705/-97.3055

2709 E. Boulevard Plaza			
Wichita, KS 67211	1 mi radius	3 mi radius	5 mi radius
Race			
2022 Est. White	63.3%	56.0%	57.7%
2022 Est. Black	11.7%	17.7%	15.8%
2022 Est. Asian or Pacific Islander	3.5%	4.4%	6.1%
2022 Est. American Indian or Alaska Native	1.4%	1.4%	1.3%
2022 Est. Other Races	20.1%	20.6%	19.2%
Hispanic			
2022 Est. Hispanic Population	2,800	24,571	51,463
2022 Est. Hispanic Population	23.6%	24.4%	22.5%
2027 Proj. Hispanic Population	23.6%	24.4%	22.6%
2020 Hispanic Population	22.8%	24.2%	22.7%
Education (Adults 25 & Older)			
2022 Est. Adult Population (25 Years or Over)	7,908	64,453	145,903
2022 Est. Elementary (Grade Level 0 to 8)	7.7%	7.0%	6.4%
2022 Est. Some High School (Grade Level 9 to 11)	5.4%	8.4%	7.9%
2022 Est. High School Graduate	27.7%	29.8%	29.5%
2022 Est. Some College	26.5%	23.0%	22.8%
2022 Est. Associate Degree Only	10.5%	7.7%	7.9%
2022 Est. Bachelor Degree Only	15.0%	15.1%	16.3%
2022 Est. Graduate Degree	7.4%	9.0%	9.3%
Housing	7.470	3.070	3.5 70
2022 Est. Total Housing Units	5,837	48,444	106,055
2022 Est. Owner-Occupied	51.0%	42.3%	45.6%
2022 Est. Renter-Occupied	39.6%	43.8%	43.3%
2022 Est. Vacant Housing	9.4%	13.9%	11.1%
Homes Built by Year	3.470	15.5 70	11.170
2022 Homes Built 2010 or later	5.6%	6.4%	7.0%
2022 Homes Built 2000 to 2009	5.6%	6.0%	7.3%
2022 Homes Built 1990 to 1999	3.7%	4.3%	6.2%
2022 Homes Built 1980 to 1989	6.7%	7.1%	9.7%
2022 Homes Built 1970 to 1979	10.4%	10.7%	12.7%
2022 Homes Built 1970 to 1979	5.7%	6.3%	7.2%
2022 Homes Built 1950 to 1959	19.0%	18.9%	18.5%
2022 Homes Built 1930 to 1939 2022 Homes Built Before 1949	34.1%	26.5%	20.4%
Home Values	34.170	20.570	20.4 70
2022 Home Value \$1,000,000 or More	0.3%	0.5%	0.5%
2022 Home Value \$500,000 to \$999,999	2.3%	3.2%	4.3%
2022 Home Value \$400,000 to \$499,999	2.5%	3.6%	3.8%
2022 Home Value \$300,000 to \$399,999	5.5%	6.3%	6.0%
2022 Home Value \$200,000 to \$299,999			
2022 Home Value \$150,000 to \$239,999 2022 Home Value \$150,000 to \$199,999	13.4% 12.9%	16.5% 13.8%	16.3% 16.1%
2022 Home Value \$150,000 to \$199,999 2022 Home Value \$100,000 to \$149,999		16.9%	
2022 Home Value \$100,000 to \$149,999 2022 Home Value \$50,000 to \$99,999	22.1% 32.3%	28.2%	18.3% 25.3%
2022 Home Value \$25,000 to \$49,999	5.2%	5.6%	4.5%
2022 Home Value Under \$25,000	3.6%	5.4%	4.9%
2022 Median Home Value	\$116,887	\$128,058	\$140,186
2022 Median Rent	\$655	\$660	\$675

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## **Full Profile**

2010-2020 Census, 2022 Estimates with 2027 Projections Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 37.6705/-97.3055

2709 E. Boulevard Plaza			
Wichita, KS 67211	1 mi radius	3 mi radius	5 mi radius
Labor Force			
2022 Est. Labor Population Age 16 Years or Over	9,306	77,584	178,135
2022 Est. Civilian Employed	65.2%	61.5%	61.1%
2022 Est. Civilian Unemployed	2.8%	3.3%	3.4%
2022 Est. in Armed Forces	-	0.5%	1.1%
2022 Est. not in Labor Force	31.9%	34.7%	34.3%
2022 Labor Force Males	48.4%	50.3%	49.4%
2022 Labor Force Females	51.6%	49.7%	50.6%
Occupation	<u>:</u>		
2022 Occupation: Population Age 16 Years or Over	6,068	47,707	108,884
2022 Mgmt, Business, & Financial Operations	13.0%	11.7%	11.2%
2022 Professional, Related	18.1%	19.3%	20.2%
2022 Service	20.2%	20.9%	20.9%
2022 Sales, Office	22.9%	21.3%	21.6%
2022 Farming, Fishing, Forestry	0.3%	0.2%	0.3%
2022 Construction, Extraction, Maintenance	11.0%	10.6%	10.5%
2022 Production, Transport, Material Moving	14.4%	16.0%	15.3%
2022 White Collar Workers	54.1%	52.2%	53.0%
2022 Blue Collar Workers	45.9%	47.8%	47.0%
Transportation to Work	<del>-</del>		
2022 Drive to Work Alone	80.5%	76.5%	77.3%
2022 Drive to Work in Carpool	8.8%	9.2%	9.2%
2022 Travel to Work by Public Transportation	2.5%	1.8%	1.4%
2022 Drive to Work on Motorcycle		0.2%	0.1%
2022 Walk or Bicycle to Work	1.7%	2.3%	2.2%
2022 Other Means	0.6%	1.3%	1.3%
2022 Work at Home	5.9%	8.7%	8.5%
Travel Time			
2022 Travel to Work in 14 Minutes or Less	41.4%	38.2%	37.7%
2022 Travel to Work in 15 to 29 Minutes	46.6%	49.0%	50.1%
2022 Travel to Work in 30 to 59 Minutes	8.2%	10.3%	9.9%
2022 Travel to Work in 60 Minutes or More	3.8%	2.5%	2.3%
2022 Average Travel Time to Work	15.5	16.1	16.5
Consumer Expenditure			10.5
2022 Est. Total Household Expenditure	\$241.58 M	\$1.99 B	\$4.76 B
2022 Est. Apparel	\$8.32 M	\$69.04 M	\$165.67 M
2022 Est. Apparet  2022 Est. Contributions, Gifts	\$12.94 M	\$107.74 M	\$260.77 M
2022 Est. Education, Reading	\$6.93 M	\$59.01 M	\$142.71 M
2022 Est. Education, Neading	\$13.18 M	\$108.9 M	\$262.43 M
2022 Est. Entertainment 2022 Est. Food, Beverages, Tobacco	\$37.87 M	\$310.36 M	\$262.43 M \$741.61 M
-	\$37.87 M	\$67.75 M	\$163.31 M
2022 Est. Furnishings, Equipment			
2022 Est. Health Care, Insurance	\$22.64 M	\$184 M	\$440.97 M
2022 Est. Household Operations, Shelter, Utilities	\$79.86 M	\$655.9 M	\$1.57 B
2022 Est. Miscellaneous Expenses	\$4.55 M	\$37.3 M	\$89.49 M
2022 Est. Personal Care	\$3.24 M	\$26.6 M	\$63.77 M
2022 Est. Transportation	\$43.83 M	\$359.68 M	\$864.17 M

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