



AUCTION DIVISION

PROPERTY INFORMATION



DOLLAR GENERAL 2747 E. BOULEVARD PLZ., WICHITA, KS

**ONLINE ONLY - Bidding Ends
TBD, 2023 @ 2:00 PM CT**



Kevin Howell, Auctioneer
316-292-3971 | khowell@weigand.com



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QUITCLAIM DEED RECORDED 01/20/2021
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DEMOGRAPHICS



Parcel ID: 087-128-27-0-41-02-013.03-

SGORIONPROD Expanded Appraisal Card

Quick Ref: R825737



Tax Year: 2022

Run Date: 1/20/2023 12:10:54 PM

OWNER NAME AND MAILING ADDRESS

EXODUS CHURCH WICHITA

15200 E CENTRAL AVE

WICHITA, KS 67230-7227

PROPERTY SITUS ADDRESS

2747 E BOULEVARD PLZ

WICHITA, KS 67211

LAND BASED CLASSIFICATION SYSTEM

Function: 2102 Retail store Sfx:
Activity: 2110 Goods-oriented shopping
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: 883.9 883.9
Economic Adj. Factor:
Map / Routing: D+ / 128270410201303
School District: 0602 USD 259
Legacy ID: 30015144
Investment Class:
Tax Unit Group: 6702-6702 001 WICHITA U-259

TRACT DESCRIPTION

PT LOTS 14-15-16 & PT VAC MESITA DR BEG
20 FT W NE COR LOT 14 TH SWLY ALG N LI
210.81 FT TH SLY .26 FT TO CUR TH SWLY ALG
CUR 128.42 FT TH NELY 228.80 FT TH N 126.77
FT TO POB BLOCK 1 WOMERS 2ND ADDITION



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:

INSPECTION HISTORY

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

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2022 APPRAISED VALUE

Cls	Land	Building	Total
C	54,300	166,900	221,200

Total	54,300	166,900	221,200
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2021 APPRAISED VALUE

Cls	Land	Building	Total
C	54,300	166,700	221,000

Total	54,300	166,700	221,000
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MARKET LAND INFORMATION

Size	Type	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 Est
Sqft	1-Primary Site - 1	27,135											82	20,000.00	2.00	2.00	2.00	2.00	54,300

Total Market Land Value 54,300



Parcel ID: 087-128-27-0-41-02-013.03-

SGORIONPROD Expanded Appraisal Card

Quick Ref: R825737



Tax Year: 2022 Run Date: 1/20/2023 12:10:54 PM

GENERAL BUILDING INFORMATION

Situs: 2747 E BOULEVARD PLZ WICHITA, KS 67211
LBCS Structure Code: 2230-Standalone store or shop building
Bldg No. & Name: 1 1-DOLLAR GENERAL
Identical Units: 1 No. of Units:
Total Bldg Area: 10,676 Unit Type:
MS Mult: MS Zip:

APARTMENT DATA

1 2 3 4 5 6 7 8
Units:
BR Type:
Baths:

CALCULATED VALUES

Cost Land: 54,300
Cost Building: 182,140
Cost Total: 236,440
Ag Use Land: 0
Ag Buildings: 0
Misc. Buildings: 0
Manufactured Homes: 0
Income Value: 0
Market Value:
MRA Value:
New Construction: 0
Indexed Value: 0

IMPROVEMENT COST SUMMARY

Building RCN: 935,280
Mkt Adj: 100 Eco Adj:
Building Value: 168,350
Other Improvement RCN: 57,450
Other Improvement Value: 13,790

FINAL VALUES

Value Method: OVR
Land Value: 54,300
Building Value: 166,900
Final Value: 221,200
Prior Value:

BUILDING COMMENTS

SKETCH VECTORS

COMMERCIAL BUILDING SECTIONS & BASEMENTS

Sec	Occupancy	MSCIs	Rank	Yr Blt	Eff Yr	Levels	Stories	Area	Perim	Hgt	Phys	Func	Econ	OVR %	Rsn	Inc Use	Net Area	Cls	% Comp	RCN	% Gd	Value
1	353-Retail Store	C	2.00	1950		01 / 01		10,676	448	14	3	2				034			0	935,280	18	168,350

OTHER BUILDING IMPROVEMENTS

No.	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	% Comp	RCN	%Gd	Value
1	163-Site Improvements	C	2.00	1	1950			10	8			1.00	3	2					0	52,780	24	12,670
2	163-Site Improvements	C	2.00	1	1950			10	8			1.00	3	2					0	4,670	24	1,120

COMMERCIAL BUILDING SECTION COMPONENTS

Sec	Code	Units	Pct	Size	Other	Rank	Year
1	810-Cavity Brick		100				
1	611-Package Unit		100				
1	8065-Canopy, Retail Wood Frame	804					

OTHER BUILDING IMPROVEMENT COMPONENTS

No.	Code	Units	Pct	Size	Other	Rank	Year
1	8350-Paving, Asphalt with Base	14,500					
2	6605067-Outdoor Floodlight, Incandes	2					
2	6605071-Outdoor Lighting Pole, Steel	24			2		



SGORIONPROD Expanded Appraisal Card

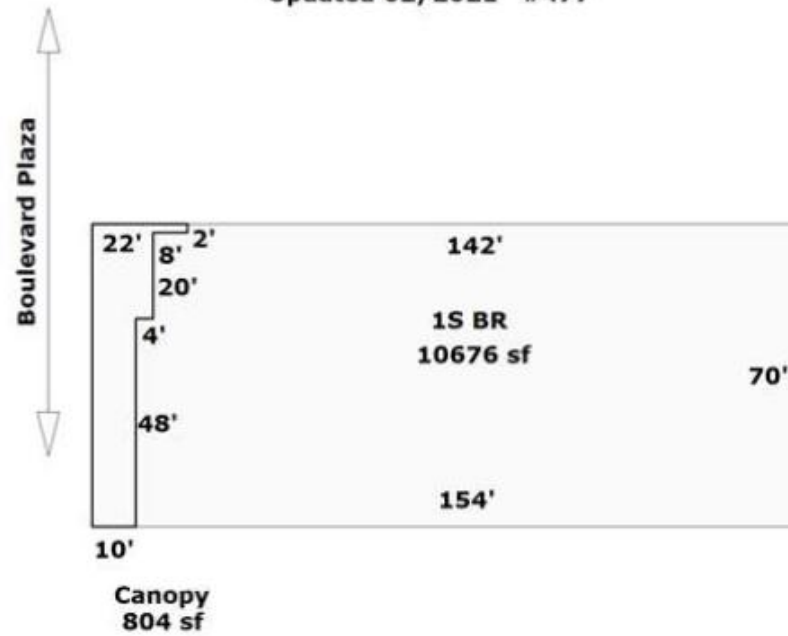
Quick Ref: R825737



Plot Plan Sketch

128-27-0-41-02-013.03

Updated 02/2021 #477



George Washington

Report by Name Report

Property Information Report

Owner Name: BALTIMORE EXCHANGE LLC
PIN Number: 30015144
AIN: 087-128-27-0-41-02-013.03
Geocode: C 154290003
Tax Unit: 67-02

Owner 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

Property Address: 2747 E BOULEVARD
PLZ
Property City: WICHITA
Property State: KS
Property ZIP: 67211

Appraised Values

Appraised Land Value: \$54,300
Appraised Improvement Value: \$166,900
Appraised Total Value: \$221,200

Assessed Values

Assessed Land Value: \$13,575
Assessed Improvement Value: \$41,725
Assessed Total Value: \$55,300

Land Information

Total Acres: 0.623
Total Square Feet: 27,135

**Abbreviated
Legal
Description:**

PT LOTS 14-15-16 & PT VAC MESITA DR BEG 20 FT W NE COR LOT 14 TH SWLY
ALG N LI 210.51 FT TH SLY .26 FT TO CUR TH SWLY ALG CUR 125.42 FT TH NELY
225.50 FT TH N 126.77 FT TO POB BLOCK 1 WOMERS 2ND ADDITION

Improvement Information

Year Built: 1950
Year Last Sold: N/A
Style: N/A
Basement Type: N/A
Arch Style Desc: N/A
Neighborhood Code: 883.9

Living Unit: N/A
Bedrooms: N/A
Bathrooms: N/A
Half Bath: N/A

Total Sq Ft: 10676
Ground Floor Sq Ft: N/A

Other Information

School District: 259

2022 Real Estate Tax Statement

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

BILLING DATE: 01/19/2023
PIN NO: 30015144
AIN NO: 128270410201303
GEO CODE: C 154290003
BILL NO: 222043276

TAX UNIT: 6702
Printed by: sanuser
R-0-000001 *DUPLICATE* 01/19/2023

Make check payable to: Sedgwick County Treasurer

Real Estate Tax Summary

Special Assessment	Amount
Special Assessment Principal	0.00
Special Assessment Interest	0.00
Solid Waste Fee	7.11
Special Assessment Total	7.11

Property Address of Record

2747 E BOULEVARD PLZ

Taxed Items:

PT LOTS 14-15-16 & PT VAC MESITA DR BEG 20 FT W NE COR LOT 14
TH SWLY ALG N LI 210.81 FT TH SLY .26 FT TO CUR TH SWLY ALG CUR
128.42 FT TH NELY 228.80 FT TH N 126.77 FT TO POB BLOCK 1
WOMERS 2ND ADDITION

Owner of Record January 19, 2023

BALTIMORE EXCHANGE LLC



BALTIMORE EXCHANGE LLC
1861 N ROCK RD STE 200
WICHITA KS 67206-1264

Real Estate Account Summary

Description	Amount
Net General Tax	6,365.80
Special Assessment	7.11
Total Amount Due	6,372.91
Delinquent Years Total	0.00
Payment(s) Applied	-3,186.46
Homestead Advance	0.00
Applicable Interest and Fees	0.00
Minimum Half Amount due	0.00
Full Payment	3,186.45

Half or Full Payment Due January 20, 2023

PAYMENTS WILL BE APPLIED TO OLDEST YEAR FIRST

YOUR CHECK IS YOUR RECEIPT UNLESS YOU MARK THE RECEIPT OPTION BOX BELOW.
PAY ONLINE AT WWW.SEDGWICKCOUNTY.ORG

ATTENTION TAXPAYER:

A 2.19% convenience fee will be charged to all credit card transactions.

My Local Taxes - How are they used?

Go to WWW.SEDGWICKCOUNTY.ORG click Government, Departments and Services, Treasurer
MY LOCAL TAXES Breakdown Click the link to get a personalized breakdown of Real Estate
Total Taxes by Jurisdiction and Sedgwick County Taxes at Work

ALL LATE PAYMENTS WILL BE ASSESSED INTEREST PENALTY PLUS APPLICABLE FEES.

2022 Real Estate Tax Statement

01 1

Due by January 20, 2023

AIN NO: 128270410201303
GEO CODE: C 154290003
TU: 6702

Call (316) 668-9008 for later payoff

Printed by: sanuser

Check relevant boxes

DUPLICATE 01/19/2023

☐ Credit Card Payment
(See Back)

☐ Address Change?
See Back

☐ Mail Receipt

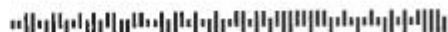
Mail payments to:

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

Minimum Payment	0.00
Full Payment	3,186.45
Amount Enclosed	

2022-30015144

BALTIMORE EXCHANGE LLC



BALTIMORE EXCHANGE LLC
1861 N ROCK RD STE 200
WICHITA KS 67206-1264

202222204327630015144 011 0000000000 0000318645 6

Tax Billings and Authorities

2747 E BOULEVARD PLZ WICHITA

PIN: 30015144

Many properties consist of more than one real estate tax record. To assist you in researching other records that may be associated with the property, please view the Sedgwick County Map Portal.

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	115.114000	\$6,365.80	\$7.11	\$0.00	\$0.00	\$6,372.91	\$3,186.46	\$3,186.45
2021	116.142000	\$6,416.86	\$6.81	\$792.80	\$16.00	\$7,232.47	\$7,232.47	\$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	

Property Taxes and Appraisals

2747 E BOULEVARD PLZ WICHITA

Property Description

Legal Description	PT LOTS 14-15-16 & PT VAC MESITA DR BEG 20 FT W NE COR LOT 14 TH SWLY ALG N LI 210.81 FT TH SLY .26 FT TO CUR TH SWLY ALG CUR 128.42 FT TH NELY 228.80 FT TH N 126.77 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 154290003
PIN	30015144
AIN	128270410201303
Tax Unit	6702 001 WICHITA U-259
Land Use	2102 Retail store (free standing)
Market Land Square Feet	27,135
2022 Total Acres	.62
2022 Appraisal	\$221,200
2022 Assessment	\$55,300

Commercial Buildings

Building	Units	Built	Sq. Ft.
1-DOLLAR GENERAL (Retail Store)		1950	10,676
More Details	View the Property Record Card for full property details		

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2022	Commercial / Industrial	\$54,300	\$166,900	\$221,200	+0%
2021	Commercial / Industrial	\$54,300	\$166,700	\$221,000	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2022	Commercial / Industrial	\$13,575	\$41,725	\$55,300	+0%
2021	Commercial / Industrial	\$13,575	\$41,675	\$55,250	

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

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	115.114000	\$6,365.80	\$7.11	\$0.00	\$0.00	\$6,372.91	\$3,186.46	\$3,186.45

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2021	116.142000	\$6,416.86	\$6.81	\$792.80	\$16.00	\$7,232.47	\$7,232.47	\$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

THIS LEASE, entered into as of the 10th day of September, 1992, by and between W. A. MICHAELIS, JR. and H. R. MICHAELIS, "Lessor," and DOLGENCORP, INC., a Kentucky corporation, with its principal office and place of business in Scottsville, Kentucky, "Lessee."

WITNESSETH

I. PREMISES. Lessor represents and warrants that it owns lawful fee simple title to the Shopping Center Premises in which the demised premises are located and which are more particularly described as follows: See Exhibit "A" attached hereto and made a part hereof. Lessor hereby leases unto Lessee on the following terms and conditions a building at 2747 Boulevard Plaza, Wichita, Kansas, which is approximately 168' x 112' outside dimensions, containing approximately 17,686 square feet (the "demised premises"), located in and a part of Boulevard Plaza Shopping Center, which entire Shopping Center is shown on the Plot Plan attached hereto as Exhibit "B" and made a part hereof, with the demised premises being outlined in red thereon together with each and every appurtenance thereto, which Shopping Center is located on East Lincoln Street, in the City of Wichita, County of Sedgwick, and State of Kansas 67211.

II. TERM. The term of this Lease shall be from October 1, 1992, through September 30, 1997, unless sooner terminated as provided or permitted herein. Provided it shall not be in default hereunder, Lessee shall be entitled to extend the term of this Lease for two (2) successive periods of three (3) years each, upon the same terms and conditions as herein set forth, except as to term, number of renewals, rent, and percentage rent. Lessee may extend this Lease by giving Lessor written notice as provided herein not less than 30 days prior to the expiration of the original term, or of any renewal thereof. In the event Lessee does

not give notice of exercising its right to renew this Lease, all succeeding renewals shall terminate. Lessee may use the demised premises for the sole purpose of conducting therein its business of a discount general or variety store, and no other business shall be conducted therein without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not use the demised premises in violation of any exclusive use or privilege granted by Lessor to any other tenant in the Shopping Center or prohibited by any lease with any other tenant in the Shopping Center, which exclusive and prohibited uses are listed on Exhibit "C" and attached hereto and made a part hereof.

III. RENT. The rental during the primary term shall be One Thousand Five Hundred Dollars (\$1,500) per calendar month payable in advance on or before the first day of each month.

The rental during the first option period shall be One Thousand Six Hundred Dollars (\$1,600) per calendar month payable in advance on or before the first day of each month.

The rental during the second option period shall be One Thousand Seven Hundred Dollars (\$1,700) per calendar month payable in advance on or before the first day of each month.

The effective and binding date of this Lease shall be the date of execution, but the payment of the rent provided in this Lease shall commence on the earlier of:

- (A) That date on which Lessee's store in the demised premises is open for business to the public; or
- (B) That date 30 days after the demised premises are ready for occupancy. Lessor shall give Lessee notice in writing specifying the date on which the demised premises will be ready for occupancy. This notice must be received by Lessee not less than 10 days prior to the specified occupancy date. The words "ready for occupancy" shall mean that the premises are fully completed in accordance with the plans and specifications, and that all tools, scaffolding, surplus building materials, waste, debris, and rubbish of every sort in or about the demised premises have been removed,

certificates of inspection or similar approvals required in the community have been delivered to Lessee, and exclusive possession of the demised premises is delivered to Lessee.

Prior to completion of improvements to be made by Lessor, Lessee shall have the right to receive, store, and install its trade fixtures and equipment in or on the demised premises; provided, however, that it shall not interfere with Lessor's work. It is expressly agreed that such action by Lessee shall not constitute acceptance of such premises as being completed as required herein.

If the premises are not ready for occupancy within 90 days after the commencement date of the term of the Lease, as stated above, due to failure of Lessor to complete the work for which Lessor is obligated under paragraph XXVIII a. of this Lease, Lessee may cancel the Lease, and the obligations of the parties shall end, neither party thereafter having any liability to the other.

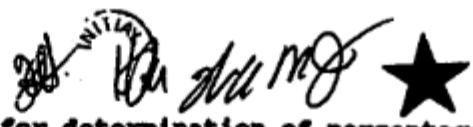
IV. EXCLUSIVE USE COVENANT. Except as such businesses may be permitted under presently-existing leases on the Shopping Center, Lessor covenants and agrees not to lease, rent, occupy, or allow to be occupied, any part of the Shopping Center premises for the purpose of conducting business as a Family Dollar Store, Bill's Dollar Store, or Super Ten store.

Should Lessee, or a subtenant or assignee of Lessee, intentionally cease to conduct business in the demised premises, then this covenant shall terminate upon expiration of 180 days from the date of cessation of the business, but in no event shall this 180-day period extend past the termination date of the Lease. This covenant shall run with the land.

Lessor acknowledges that in the event of any breach hereof Lessee's remedies at law would be inadequate and therefore, and in that event, Lessee shall be entitled to cancel this Lease or to relief by injunction, or otherwise, as Lessee may elect in its sole discretion. Lessee's remedies, in any event, shall be cumulative rather than exclusive.

V. MERCHANTS ASSOCIATION. Lessor has organized a Merchants Association for the Shopping Center and Lessee agrees to become a member of the Association. The activities of the Association include cleaning and marking of all walks, parking areas and driveways; maintaining, repairing, replacing, and keeping in good condition and repair the planted areas, parking areas, service areas, walks, and driveways, including snow removal; payment of the cost of electric current and maintenance of the exterior lighting of the buildings, parking areas, and Shopping Center signs; the designation of employee parking areas, and the methods of enforcement thereof; maintenance of the enclosed mall, including payment of costs for utilities, janitor services, and maintenance of heating and airconditioning in the mall; and from time to time selecting and sponsoring certain advertising and promotions for the Shopping Center. Lessee agrees to pay on a monthly basis upon being billed therefor by the Merchants Association its pro rata share of all dues and all costs of the activities of the Association, except that Lessee shall not be obligated to pay its pro rata share of any costs for advertising and promotions. Its pro rata share shall be the share or proportion which the ground floor square footage in the demised premises bears to the total rentable ground floor square footage of the buildings in the Shopping Center. At the end of each lease year, as hereafter defined herein, an accounting shall be had to determine if Lessee paid more or less than its pro rata share of costs and dues. If Lessee has underpaid, it shall pay to Lessor the amount of the underpayment within thirty (30) days after receipt of the accounting from Lessor, provided, however, that in no event shall Lessee pay more than ⁵⁰~~250~~ per square foot per year. If the account reflects that Lessee has overpaid, Lessor shall remit the amount of the overpayment to Lessee within thirty (30) days after Lessee's receipt of the accounting. Also, Lessor agrees to pay Lessee's pro rata share of any cost or expense for advertising or promotion at the time assessed to Lessee. The first lease year for purposes of this accounting shall commence the

[Handwritten initials and a star mark are present in the right margin of the page.]

INITIALS


same as the first lease year for determination of percentage rent as hereafter provided, and the ²⁰~~300~~ per square foot maximum amount to be paid by Lessee for Merchants Association dues and cost as provided above shall also be proportionately reduced in the same manner as provided for percentage rent. In event of the dissolution of the Merchants Association during the term or any renewal term of this Lease, then the maintenance and other work theretofore performed by the Merchants Association shall be performed by Lessor and the payments for such work theretofore paid to the Merchants Association shall be paid to Lessor in the same manner and on the same basis as they were being paid prior to such dissolution.

VI. COMMON AREA. The entire tract of land on which Lessor has constructed the Shopping Center is shown on the plot plan attached to and made a part hereof. Such plot plan designates the location of all buildings constructed, parking area, which shall be sufficient for adequate parking of customer cars, customer parcel pickup facilities, and Lessee's delivery service areas. All that portion of the tract of land not covered by buildings is to be Common Area for the joint use of all tenants, customers, invitees, and employees. Lessor agrees that it will not erect a kiosk or any structure in the area outlined in green on the plot plan attached without the prior written consent of Lessee, which consent shall not be unreasonably withheld. Lessor agrees to cause the Merchants Association at its expense, or if it fails to do so, then Lessor agrees at its expense to maintain all Common Area in good repair, to keep such area clean, to remove snow and ice therefrom, to keep such area lighted during hours of darkness when the demised premises are open for business and to keep the parking area properly striped to assist in the orderly parking of cars. Unless caused by Lessee's negligence, any claims for damage to property and any claim arising from or out of the injury or death of any person while on the Common Area shall be the responsibility of Lessor. Lessor agrees to carry comprehensive general liability insurance, with Lessee listed as a named insured, on the Common

Area, with a combined single limit for bodily injury and property damage in an amount sufficient to protect Lessor, Lessee, and the Merchants Association, but in no event will such insurance be in an amount less than a combined single limit of \$2,000,000.00 per occurrence.

VII. **MAINTENANCE.** Lessor represents and warrants that the demised premises and the entire Shopping Center: (1) are well built, properly constructed, structurally safe and sound; (2) during the term of this Lease and any renewals hereof, it will so maintain them or cause them to be so maintained; and (3) the entire Shopping Center and the demised premises conform to all applicable requirements of the Americans with Disabilities Act of 1990, as amended, Pub. L 101-336, 42 U.S.C. 12101, et seq., and the administrative regulations promulgated thereunder. Lessor shall maintain at its cost and expense in good condition and shall perform all necessary maintenance, repair, and replacement to the exterior of the demised premises, including, but not limited to, the roof, foundation, floors, walls, all interior and exterior utility lines and pipes, and all other structural portions of the building during the term of this Lease and any renewal periods. Lessee assumes liability for damage to plate glass windows and doors except when caused by latent defects, or Lessor, its agents, employees, or contractors. Lessee shall maintain the interior of the premises during the term of this Lease and any renewal periods and shall return the building to Lessor thereafter in its same condition, ordinary wear and tear excepted. Lessor has the right and responsibility to enter the demised premises periodically, at any reasonable time, to inspect the condition of the premises and to make repairs. All repairs, restorations, or payments which are obligations of Lessor shall be completed or made within a reasonable time. Should Lessor neglect or refuse to make or commence such repairs, restorations, or payments within 30 days after notice has been given by Lessee (no notice is required, however, in emergency situations when property loss or injury to persons is threatened), Lessee, without liability or forfeiture of

its term or terms herein, may make or perform such construction, repairs, restorations, maintenance, cleaning, or payments, and deduct the cost thereof and the cost of damage to Lessee's property from the rent or other monies thereafter payable. Any such deductions shall not constitute a default by Lessee unless Lessee shall fail to pay the amount of such deduction to Lessor within 30 days after a final adjudication by a court of competent jurisdiction that such amount is owing to Lessor. Any repairs or other work done by Lessor shall be performed so as to interfere with Lessee's operation as little as practicable.

VIII. FIXTURES AND EQUIPMENT. Lessor shall at all times furnish heating, lighting, plumbing, and airconditioning equipment in the premises and shall be responsible for the entire cost of major repairs and replacement of all such equipment. Lessee shall be responsible for the entire cost of minor repairs and routine maintenance. Minor repairs are defined as any repairs or replacements costing less than \$750 per occurrence, and major repairs are defined as any repairs or replacements costing \$750 or more per occurrence. Lessee shall at all times have the right to remove any fixture or item of equipment installed by it in the demised premises. Lessor warrants to Lessee that upon acceptance of the demised premises, the condition of the premises will be in good order, and that all plumbing and sewage facilities, all mechanical equipment, including, but not limited to, airconditioning, heating, and sprinkler system, if any, will be operative and mechanically sound. Lessor will, at its cost and expense, supply any apparatus, appliance, or material and will cause work to be done in and about the demised premises which may be required or ordered by any lawful authority.

IX. ENTRANCES. Lessee shall have unrestricted use and access to all entrances, passways, and delivery lanes to the demised premises and easements adjacent thereto.

X. UTILITIES. Lessee shall pay for all utilities furnished to the premises during the term of this Lease and any renewal periods thereof.

XI. TAXES AND ASSESSMENTS. Lessor shall pay at its cost and expense all taxes, assessments (including special assessments), and charges of a similar nature which may be levied by any governmental entity with respect to the premises. Lessee shall pay at its cost and expense all personal property taxes and assessments which may be levied by any governmental entity with respect to Lessee's merchandise inventory, trade fixtures, or business operation.

XII. ASSIGNMENT AND SUBLETTING. Lessee may not assign or sublet the whole or any part of the demised premises without the prior written consent of the Lessor. Lessor covenants that its consent shall not be unreasonably withheld. Following any subletting or assignment the Lessee shall not be relieved from any of the terms and conditions of this Lease. After such subletting or assignment, the word "Lessee" as used herein shall also mean any such subtenant or assignee. Lessee shall, however, have the right, without Lessor's consent, to enter into an Assignment of this Lease or a Sublease of the demised premises to the parent corporation of Lessee, any subsidiary corporation of Lessee or Lessee's parent corporation, any corporation succeeding to substantially all of the assets of Lessee as a result of a consolidation or merger, or a corporation to which a portion of the assets of Lessee have been sold; provided, however, that the other corporation shall assume in writing Lessee's obligations hereunder.

XIII. SIGNS. Lessor agrees that it will permit Lessee to place its standard signs on the exterior of the demised premises. In the event Lessor erects a pylon or free standing tower sign to advertise tenants in the Shopping Center, Lessor agrees that Lessee shall be permitted to install its sign face in a style and color consistent with its standard signs. Lessee agrees that any exterior signs it installs pursuant to this provision shall be in compliance with applicable governmental regulations, if any.

XIV. LESSOR'S INSURANCE. At all times Lessee occupies the demised premises, Lessee shall, at its sole cost, carry and maintain comprehensive general liability insurance insuring Lessee against claims for injury, wrongful death, or property damage

occurring in the demised premises with minimum policy limits of \$300,000 on account of bodily injuries to or death of one person, \$1,000,000 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster, and property damage insurance with a minimum policy of \$2,5000 per occurrence. Lessor shall be named as an additional insured under Lessee's insurance subject to the provisions of this Lease. Lessee may provide the insurance herein required in any blanket policy or policies which it carries. Lessee shall furnish to Lessor current certificates of insurance evidencing such insurance, and the policies shall contain a provision that there will be no cancellation, reduction, or nonrenewal in coverage without first giving Lessor 30 days' prior written notice.

IV. DAMAGE TO BUILDING. If all or any portion of the demised premises shall be condemned by lawful authority as unsafe or unfit for use, or if they become partially or wholly destroyed or damaged by fire or other casualty such as to render them untenable, this Lease shall, at the option of either party, terminate unless the demised premises can be repaired or restored within 60 days. During any such reconstruction period the Lease shall be continued but the rent shall be abated during the period of time while the premises cannot be occupied. Any rental paid in advance and at the time unearned shall be refunded. Should the demised premises be damaged but remain tenantable, Lessor shall immediately repair the damage, and there shall be an equitable abatement of rent during the period of repair or restoration.

XVI. CONDEMNATION. In the event of a Taking for any public or quasi-public use by any lawful power or authority by exercise of the right of condemnation or of eminent domain or by agreement between Lessor and those having the authority to exercise such right (the "Taking") of the whole or any part of the demised premises, then (1) this Lease and the term hereof may at the discretion of Lessee or Lessor, expire as of the date of vesting of title or transfer of possession, whichever occurs earlier, as a result of the Taking, and (2) any monthly rent and other occupancy

charges paid for a period after such date of termination shall be refunded to Lessee without demand.

In the event of a Taking of any part of the demised premises or the Taking of the whole or any part of the Common Area, then this Lease and the term hereof shall cease and expire in respect of the portion of the demised premises and the Common Area taking upon the date of vesting of title or transfer of possession, whichever occurs earlier, as a result of the Taking. In the event of a Taking resulting in a reduction of more than 20% of the gross floor area of the buildings comprising the Shopping Center, or in the event of a Taking resulting in a reduction of more than 20% of the Common Area, Lessee or Lessor may elect to terminate this Lease by giving notice of termination to the other party on or before the date which is thirty (30) days after receipt by Lessee of notice from Lessor that the Taking occurred. The notice of termination shall state the date of termination. Any rent and other occupancy charges paid in advance for a period after the date of termination shall be refunded to Lessee without demand.

If neither Lessee nor Lessor elect to terminate this Lease, then the award or payment for the Taking shall be paid to and used by Lessor, to the extent reasonably necessary, for restoration, and Lessor shall promptly commence, and with reasonable dispatch continue, out of the proceeds of the award to restore the portions of the demised premises, the Common Area and the other buildings in the Shopping Center remaining after the Taking to substantially the same condition and tenantability as existed immediately preceding the Taking. If the Taking includes any portion of the demised premises and the Lease is not terminated, and fixed monthly rent and all other occupancy charges for the demised premises shall be reduced proportionally to the area of the demised premises lost to the Taking. During the period of restoration, the fixed monthly rent and all other occupancy charges shall be abated in an equitable amount.

Except as otherwise provided, in the event of a Taking of the demised premises or any part thereof, and whether or not this Lease

is terminated, Lessee shall have to claim in respect to the award or payment for the value of the unexpired term of this Lease, except that Lessee may interpose and prosecute in any proceeding in respect to the Taking, either independent of any claim of Lessor or, if only a single award is made for such Taking, as a part of Lessor's claim, claims for the reasonable value of Lessee's trade fixtures, for damages for interruption or dislocation of business in the demised premises and loss of good will, and for moving and remodeling expenses. If this Lease is terminated on account of a Taking, Lessor shall pay to Lessee, promptly after the award or payment is made for such Taking, out of the portion of Lessor's award or payment the depreciated book value of any leasehold improvements made by Lessee on or to the demised premises.

XVII. DEFAULT.

a. Lessee's Default.

1. If Lessee defaults in the performance of any obligation under this Lease, Lessor may give notice to Lessee specifying the nature of the default. If Lessee does not, within thirty (30) days after receipt of the notice, cure the default, other than a default in the payment of rent or other charges, or, if the default is of a nature that it cannot reasonably be cured within a period of thirty (30) days, and Lessee does not commence and proceed with reasonable diligence and in good faith to cure the default, then after the expiration of the thirty (30) day period, Lessor shall have the right to seek all remedies available by law and in equity. If Lessee does not, within twenty (20) days after receipt of the notice, cure a default in the payment of rent or other charges, then after the expiration of the twenty (20) day period Lessor shall give a second notice to Lessee, and if Lessee does not, within ten (10) days after receipt of the second notice, cure the default, then after the expiration of the ten (10) day period Lessor may exercise any and all remedies available at law or in equity as to the default and/or serve notice of termination upon Lessee, but only during the continuance of the default, declaring the termination, and Lessee shall then quit and surrender the

demised premises, but Lessee shall remain liable as hereinafter provided.

2. If pursuant to an order, judgment or decree entered by any court of competent jurisdiction (1) a receiver, trustee or liquidator of Lessee, or of all or substantially all of the assets of Lessee, shall be appointed, or (2) Lessee shall be adjudicated a bankrupt or insolvent, or (3) a petition seeking reorganization of Lessee or an arrangement with creditors or to take advantage of any insolvency law shall be approved by court order, and as a result of the happening of any contingencies, the obligations of Lessee to pay any rent shall be modified or abrogated, Lessor may serve notice of termination of this Lease upon Lessee, stating the date of termination, which date of termination shall be at least ten (10) days after the date on which the notice is served, and upon the date specified in the notice this Lease and the term hereof shall cease and expire, and Lessee shall then quit and surrender the demised premises, but Lessee shall remain liable as hereinafter provided.

3. If this Lease and the term hereof shall cease and expire pursuant to Paragraph 1 or Paragraph 2 of this Lease Section, Lessor may dispossess or remove Lessee or any other occupant of the demised premises by summary proceedings or otherwise, remove their effects, hold the demised premises as if this Lease had not been made, except that after the dispossession or removal, (1) the fixed monthly rent and other charges shall be paid up to the date of the dispossession or removal, (2) Lessor may relet the demised premises or any part or parts thereof in the name of Lessor for a term or terms which may, at the option of Lessor, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and (3) Lessee shall pay to Lessor, as liquidated damages, any deficiency between the fixed monthly rent and other charges due hereunder and the amount, if any, of the rents collected on account of the new lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this Lease (not

including any Extension Periods the commencement of which shall not have occurred prior to the dispossession or removal). In computing liquidated damages, there shall be added to the deficiency the expenses which lessor incurs in connection with reletting the demised premises, for reasonable attorneys' fees, reasonable brokerage fees and for keeping the demised premises in good order for reletting (but not renovation costs). The liquidated damages shall be paid by Lessee in monthly installments on the date specified in this Lease for payment of fixed monthly rent, and any suit brought to collect the amount of the deficiency for any months or months shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent month or months by a similar proceeding. Lessor shall not be liable for failure to relet, for failure to collect the rent under the re-letting, unless Lessor shall not have used reasonable efforts to promptly relet the demised premises for the reasonable rental value thereof and to collect the rent under the re-letting.

b. Lessor's Default.

1. If Lessor shall be in default hereunder, Lessee, after thirty (30) days' notice that Lessee intends to cure the default (or without notice if in Lessee's reasonable judgment an emergency shall exist) shall have the right, but not the obligation, to cure this default, and Lessor shall pay to Lessee upon demand the reasonable cost thereof, or Lessee may deduct same from any payments for rent or additional rent. Except when in Lessee's reasonable judgment an emergency shall exist, Lessee shall not commence to cure any default of a nature that could not reasonably be cured by Lessor within a period of thirty (30) days, provided Lessor shall have commenced to cure the default within the cure period and so long as Lessor proceeds with reasonable diligence and in good faith to cure the default.

2. If pursuant to an order, judgment or decree entered by any court of competent jurisdiction (1) a receiver, trustee or liquidator of Lessor, or of all or substantially all of the assets of Lessor, shall be appointed, or (2) Lessor shall be adjudicated

a bankruptcy or insolvent, or (3) a petition seeking reorganization of Lessor or an arrangement with creditors or a petition to take advantage of any insolvency law shall be approved by court order, and upon the happening of any of these contingencies, the trustee of Lessor shall fail to assume affirmatively this Lease or any covenant therein within the statutory period allotted therefor, or if this Lease be deemed rejected after an order is entered directing that a trustee be not appointed, and as a result of the happening of any of these contingencies, the fixed monthly rent or other charges herein reserved, or the Lessee's rights or obligations hereunder, or the Lessor's obligations hereunder shall be modified or abrogated, then Lessee shall have the right, at its option, to terminate this Lease by the service upon Lessor and the Trustee (if appointed) of a notice of termination of this Lease thirty (30) days after the date on which the notice is served, and upon the days after the date on which the notice is served, and upon the date specified in the notice this Lease and the term hereof shall automatically cease and expire, and Lessee shall then quit and surrender the demised premises, but Lessee shall be entitled to a refund of any fixed monthly rent or other charges paid in advance for any period beyond the date of termination and to assert any claim it may have for the loss of its leasehold.

XVIII. HOLDING OVER. Any holding over by Lessee beyond the original term of this Lease or any renewal period thereof shall give rise to a tenancy from month to month on the same terms and conditions contained herein.

XIX. MUTUAL RELEASE. Except as otherwise provided herein, Lessee hereby releases Lessor from all liability resulting from loss or damage caused by fire or other hazards to Lessee's contents in the demised premises even if such fire or other hazards shall be brought about by the negligent act or omission of the Lessor, its agents or employees. Lessor hereby releases the Lessee from any and all liability for any loss or damage caused by fire or other hazards to the demised premises even if such fire or other casualty shall be brought about by the negligent act or omission of

the Lessee, its agents or employees. Lessor and Lessee agree that all insurance policies shall include a clause waiving rights of subrogation against the other, and each shall furnish to the other upon request certificates or other adequate documentation of such waivers.

XX. QUIET POSSESSION. Lessor covenants that it will put Lessee into complete and exclusive possession of the demised premises, free from all order, restrictions, and notices of any public or quasi-public authority, and that if Lessee shall pay the rental and perform all the covenants and provisions of the Lease to be performed by Lessee, the Lessee shall during the term demised and any renewal periods, freely, peaceably, and quietly occupy and enjoy the full possession of the demised premises, and the tenements and appurtenances thereto belonging, and the rights and privileges granted without hindrance. If at any time during the term demised the title of the Lessor shall fail, the Lessee shall, in addition to all remedies available at law or in equity, have the right to terminate this Lease.

XXI. RENT PAYMENT. Make rent checks payable to W. A. Michaelis, Jr., and mail them to the following address: P. O. Box 247, Wichita, KS 67201. Social Security No. 512-073-236.

XXII. ENTIRE AGREEMENT. This instrument and its attachments, if any, contain the entire agreement between the parties and there are no covenants, express or implied, except as contained herein. No statement, promise, or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of the Lease.

XXIII. LESSOR'S BUSINESS OPERATION. Lessor and Lessee agree that nothing in this Lease shall be construed to imply that Lessee is required to conduct its business in any particular manner or for any specified number of hours per day or week, or to limit the number of hours per day or week that Lessee may operate in the

demised premises, or as creating an implied or expressed obligation upon Lessee to continuously occupy or operate a business in the demised premises.

XXIV. HOLD HARMLESS. Lessor agrees to hold Lessee harmless from any and all claims which may arise from, on, in, or about the demised premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required by law or the terms hereof to be maintained by Lessor. Lessee agrees to hold Lessor harmless from any and all claims which may arise in the demised premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required by law or the terms hereof to be maintained by Lessee.

XXV. CAPTIONS. All captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

XXVI. NOTICES. All notices required under this Lease shall be deemed to have been properly served if delivered in writing personally or by registered or certified mail to Lessor, W. A. Michaelis, Jr., P. O. Box 247, Wichita, KS 67201, or such other place or places as he may designate in writing from time to time, or to Lessee at Dolgencorp, Inc., 427 Beech Street, Scottsville, KY 42164. (Attention: Director of Real Estate). Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department. Final execution and delivery of this Lease is in the Commonwealth of Kentucky and shall be construed in accordance with the laws of the State of Kansas.

XXVII. BINDING EFFECT. This Lease shall bind and inure to the benefit of the parties hereto, their heirs, successors, executors, administrators, and assigns.

XXVIII. SPECIAL STIPULATIONS.

a. **Scope of Work.** See Exhibit "D" attached hereto and made a part hereof. All such work shall be performed by the party

obligated to perform the same with reasonable diligence and dispatch after the execution of this Lease.

b. Percentage Clause. Lessee agrees to pay to Lessor during the primary term a sum of money equal to 3 $\frac{1}{4}$ of its sales in excess of \$600,000, hereinafter called the minimum sales base, made from the leased premises during each lease year.

Lessee agrees to pay to Lessor during the first option period a sum of money equal to 3 $\frac{1}{4}$ of its sales in excess of \$640,000, hereinafter called the minimum sales base, made from the leased premises during each lease year.

Lessee agrees to pay to Lessor during the second option period a sum of money equal to 3 $\frac{1}{4}$ of its sales in excess of \$680,000, hereinafter called the minimum sales base, made from the leased premises during each lease year.

A report of sales made from the leased premises shall be given to Lessor by Lessee within 60 days after the close of the preceding lease year, and if sales disclosed thereby are sufficient to require a payment hereunder, payment shall accompany the report. For the purpose of this paragraph "sales" shall not include rebates; refunds; allowances to customers; sales taxes imposed by any governmental authority; cash discounts; discounts to customers; discount sales to employees; cost of trading stamps; or any excise tax. Receipts from sales of money orders, lottery tickets, vending machines, and similar receipts shall be included in sales only to the extent that any commission, fee or share of receipts related thereto, is received or retained by Lessee. The words "lease year" shall mean a period of 12 successive months. The first lease year shall begin on the commencement date of this Lease, namely, September 1, 1992; provided, however, that it shall include any period of time preceding the defined lease year during which Lessee is open for business prior to the commencement date; and further

provided, that the minimum sales base shall be increased pro rata for any such additional period, and shall be decreased should Lessee open for business after the commencement date.

In the event the premises are ever occupied under a month-to-month tenancy, the percentage payment hereunder shall either be calculated on an annual basis, if the premises are occupied for a full year, and shall be accounted for and paid within 60 days after the end of such full year the same as after the close of a lease year; or, if not occupied for a full year, shall be calculated on the basis of a pro rata portion of the minimum sales base above stated corresponding to the proportionate part of the year during which rent is paid for the premises by Lessee. Payment in such case shall be made within 60 days after the end of any such tenancy or other earlier termination of such tenancy.

Lessee shall at no time be liable for any percentage payments except those specified herein resulting from actual sales (as defined herein) by Lessee.

c. HVAC Preventive Maintenance. Lessee shall keep in force during the term hereof and any renewal periods a maintenance contract covering the heating, ventilating, and airconditioning system. The contract shall provide for quarterly servicing of all such equipment and shall be with a contractor reasonably acceptable to Lessor. Before entering into such contract it shall first be approved by Lessor, which approval shall not be unreasonably withheld, and Lessor shall be entitled to retain a copy of the contract.

d. Real Estate Taxes. Lessee shall pay a proportionate share of any increase in general real estate taxes (excluding special assessments) over general real estate taxes (excluding special assessments) paid by Lessor for the base year plus the amount of the first full correct assessment of real estate taxes on any

addition, alteration, or improvements of the Shopping Center, made after the base year. The base year shall be the 1992 tax year. Lessee's proportionate share shall be in the ratio which the number of square feet of the demised premises bears to the total number of square feet of all rentable area included in the buildings comprising the complete Shopping Center which are included in the real estate tax assessment. Lessor will furnish Lessee photostatic copies of any tax bills paid by him and records reasonably necessary to calculate the obligation of Lessee for any increase, and Lessor further agrees to join Lessee in appealing any unreasonable tax assessment to the extent necessary for Lessee to make an appeal, but the costs thereof shall, unless otherwise agreed, be paid by Lessee. Lessee agrees to reimburse Lessor for its share of any increase at the time or times paid by Lessor and within 30 days after receipt of such tax bills, records, and upon being billed therefor. In this regard, it is understood that under current Kansas law the general taxes for any calendar year may be paid either in full on or before December 20 of that year or may be paid without penalty or interest in installments of one-half of such taxes on or before that date and the last one-half on or before June 20 of the next calendar year, and that Lessor customarily pays these taxes in such installments. If Lessor pays the taxes in installments, then the reimbursement of any increase by Lessee shall also be made in corresponding installments.

Lessor shall notify Lessee in writing within 30 days of receipt of any notice that real estate taxes are to be increased and, in the event Lessee so elects, Lessor shall join with Lessee in proceedings to protest such increase to the extent necessary to permit Lessee to protest such increase. All costs and expenses of the proceedings to protest such increase, including attorneys' fees, unless otherwise agreed upon at the time, shall be paid by Lessee.

Lessor agrees to pay all taxes before delinquency and shall further obtain all savings offered for early payment. Lessee shall not be obligated to pay any portion of any penalty for delinquent payment nor for a saving which could have been realized for discounted early payment. Any payment due hereunder shall be prorated as of the termination or expiration date of this Lease.

Lessor's failure to submit to Lessee the request for reimbursement within 12 months after the end of the annual tax year shall nullify Lessor's right to collect from Lessee the reimbursement for that particular tax year.

e. Shopping Center Insurance. Lessor agrees to carry comprehensive general liability insurance on the Shopping Center Premises with a combined single limit for bodily injury, personal injury, and property damage of not less than \$2,000,000 per occurrence. Lessor further agrees to maintain fire, casualty, and extended coverage insurance on the Shopping Center buildings in an amount equal to at least 80% of the insurable value of the property. The insurer(s) shall have a Best rating of at least A XIV or, if not Best rated, be of an equivalent financial size and underwriting reputation. Lessee shall be named an additional insured in the policies. Lessor may provide the insurance herein required by any blanket policy or policies which Lessor carries. Lessor shall furnish to Lessee current certificates of insurance evidencing such insurance, and the policies shall contain a provision that there will be no cancellation, reduction, or nonrenewal in coverage without first giving Lessee 30 days' prior written notice.

Lessee shall reimburse Lessor for a proportionate share of any increase in Lessor's insurance premiums over the premiums paid by Lessor for the base year. The base year shall be the year from June 1, 1992, through May 31, 1993. Lessee's share shall be based upon the ratio which the number of rentable square feet of the

demised premises bears to the total number of square feet of floor area in the buildings comprising the Shopping Center which are covered by such insurance. Lessor shall bill Lessee within 180 days of the date of Lessor's payment of premiums, which billings shall be accompanied by legible copies as of the paid premium invoices and such additional information as may be necessary to calculate Lessee's pro rata share. If Lessor fails to bill Lessee within 12 months of the date of Lessor's payment of a premium, Lessee's reimbursement obligation for that premium shall thereupon be extinguished.

Lessor shall use due diligence and good faith to obtain the insurance at a rate favorable to Lessee. If requested by Lessee, Lessor shall promptly furnish Lessee documentation of Lessor's efforts to obtain favorable insurance rates.

f. Subordination, Nondisturbance, and Attornment. Lessee agrees that this Lease shall, at Lessor's request, be subject and subordinate to any first mortgage or deed of trust hereafter placed upon the Shopping Center upon the condition that the mortgagee or holder of a deed of trust provide Lessee with an acceptable Nondisturbance Agreement in a form satisfactory to Lessee with respect to the mortgage or deed of trust.

The Nondisturbance Agreement shall be an agreement in recordable form between Lessee, Lessor, and the holder of the mortgage or deed of trust, binding on the holder and on future holders, and shall provide, among other things, that, so long as this Lease shall be in full force and effect: (a) all condemnation awards and proceeds of Lessor's fire and extended casualty insurance shall be applied or paid in the manner set forth in this Lease; (b) neither the holder or any other holder of a mortgage or deed of trust encumbering the Shopping Center shall name or join Lessee as a party-defendant or otherwise in any suit, action, or proceedings to enforce the mortgage or deed of trust, nor will this Lease be

terminated (except as permitted by the provisions of the Lease) or otherwise affect the possession of the demised premises by Lessee by the enforcement of any rights given to the mortgagee or holder of the deed of trust.

9. Estoppel Certificates. Upon the reasonable request of either party, Lessor and Lessee agree to execute and deliver to the other within 10 days after receipt of the request, a written instrument (a) certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect, as modified, stating such modifications; (b) stating that the fixed monthly rent has not been paid more than 30 days in advance, or if so, the date to which it has been paid; (c) stating whether or not, to the knowledge of the party executing the instrument, the other party hereto is in default, and if the party is in default, stating the nature of the default; and (d) stating the date of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate the day and year first above written.

Witnesses for Lessor:

Thomas Vester
Jim A Jacobs

W. A. Michaelis, Jr.
W. A. MICHAELIS, JR.

H. R. Michaelis
H. R. MICHAELIS
"Lessor"

Witnesses for Lessee:

Tom Holsted
Kathy Harmon

DOLGEN CORP., INC.

BY Tom Holsted
TOM HOLSTED,
Director of Real Estate

"Lessee"

EXHIBIT "A"

BOULEVARD PLAZA SHOPPING CENTER

LEGAL DESCRIPTION

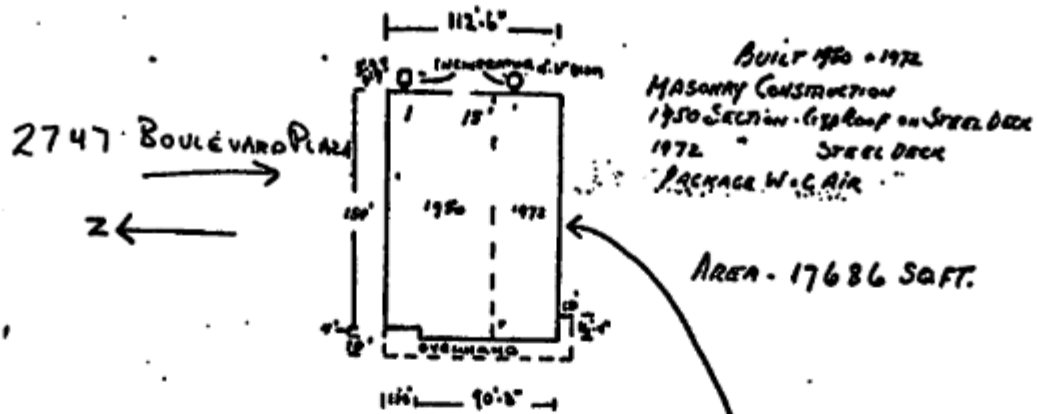
Tract No. 1

The West Half of vacated Masita Street abutting the following described real property on the east thereof: Beginning at a point 60' West of the Northwest Corner of Lot 16, in Block 1, in WOMER'S SECOND ADDITION to Wichita, Sedgwick County, Kansas; thence South 0.26' to P.C. of a curve to the right with a radius of 410' and a delta angle of $45^{\circ} 2'$, a distance of 322.01' 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 Masita 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'; thence with a deflection angle to the right of $81^{\circ} 20'$ for a distance of 148'; thence with a deflection angle to the left of $15^{\circ} 20'$ for a distance of 141'; thence with a deflection angle to the left of $19^{\circ} 18'$ for a distance of 123.6', more or less, to the South line of Lincoln Street; thence East along the South line of Lincoln Street, 163 feet, to the place of beginning;

Tract No. 2

The East Half of vacated Masita Street abutting Lots 14 through 23, inclusive, Block 1, in WOMER'S SECOND ADDITION to Wichita, Sedgwick County, Kansas, on the west thereof.

LAYOUT OF BUILDING



SITE PLAN

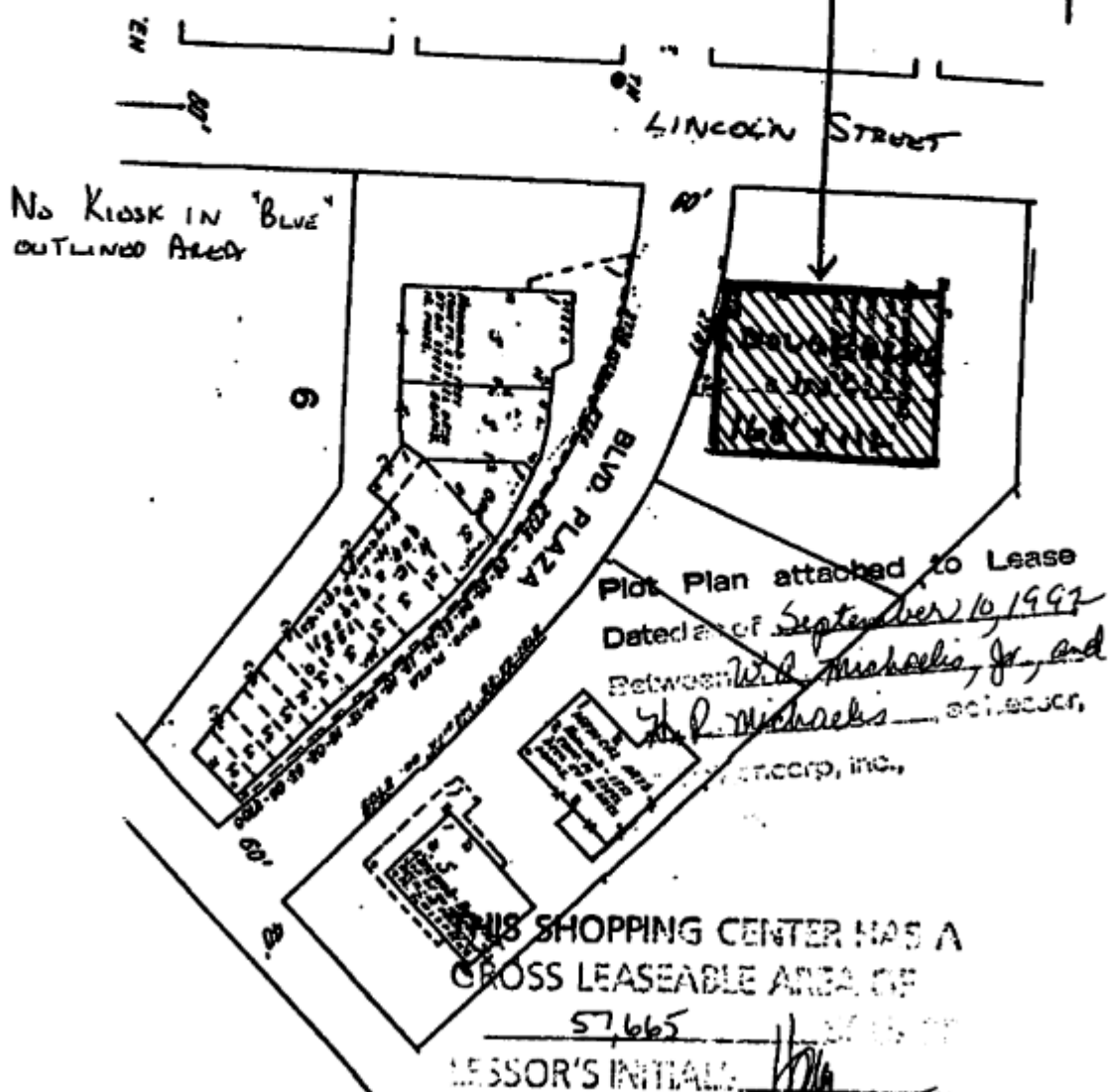


Exhibit "B"
Plot Plan

EXHIBIT "C"

**EXCLUSIVE USES AND PRIVILEGES GRANTED BY LESSOR TO OTHER TENANTS OR
PROHIBITED BY LEASES WITH OTHER TENANTS:**

NONE

SCOPE OF WORK
EXHIBIT "D"

Lessor shall at its sole cost and expense, prior to the demised premises being considered as ready for occupancy:

1. Lessor to modify restroom area to comply with local codes and ADA requirements.
2. Lessor to certify good working condition of mechanical, electrical, plumbing and roof systems.

Lessee shall at its sole cost and expense, prior to the demised premises being considered as ready for occupancy:

1. Lessee to construct a wall to split the existing sales area and close the south entry door to create approximately 8,000 square feet of sales area.
2. Lessee to lower existing lighting in sales area to 9'0" over sales floor, and to add additional lighting as necessary to have 120 8'0" light strips in sales area.
3. Lessee to construct a wall at the back of the space to separate the 8,000 square foot sales area from the stock area.
4. Lessee to retile sales area (8,000 square feet) with 12 x 12 tile.
5. Lessee to paint perimeter of sales area light beige to within 6'0" of sales floor.

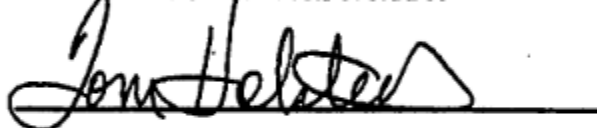
All work performed by Lessor and Lessee shall be in compliance with all applicable building and fire code requirements. Lessor shall also make any renovations and alternations necessary to cause the demised premises to conform to the public accommodations provisions of the American With Disabilities Act (ADA) of 1990 (Pub. L 101-336), 42 U.S.C. 12101 et seq., and the administrative regulations promulgated thereunder. Lessor's and Lessee's renovations and alterations shall be performed in a good, workmanlike manner. All materials used by Lessor and Lessee shall be of at least standard grade, commercial quality.

GUARANTY

IN CONSIDERATION of the leasing of certain premises at Boulevard Plaza Shopping Center, Wichita, Kansas, under a Lease dated September 10, 1992, with Dolgencorp, Inc., as Lessee, and W. A. Michaelis, Jr. and H. R. Michaelis, as Lessor, Dollar General Corporation does hereby agree that if Dolgencorp, Inc., defaults in the payment of rent under the Lease, then, upon notice in writing of such fact, it will within ten days of the receipt of notice pay all rents which may then be due and owing and will thereafter, as rental becomes due, pay or cause to be paid all further rental under the Lease; provided, however, that in such event and if Dollar General Corporation shall so direct, Lessor will thereafter recognize Dollar General Corporation as Lessee.

IN WITNESS WHEREOF, Dollar General Corporation has caused this Guaranty to be executed as of the 14th day of September, 1992.

DOLLAR GENERAL CORPORATION



Tom Holsted
Director of Real Estate

The foregoing Guaranty and the provisions thereof are accepted as
of this 10th day of September, 1992.

LESSOR: W. A. MICHAELIS, JR. and
H. R. MICHAELIS

By 
W. A. Michaelis, Jr.

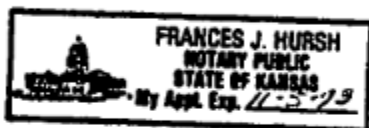

H. R. Michaelis

LESSOR AS INDIVIDUALS

STATE OF KANSAS)
) ss
SEDGWICK COUNTY)

On this 10th of September, 1992, before me, Frances J. Hursh
____, the undersigned Notary, personally appeared W. A. Michaelis,
Jr. and H. R. Michaelis, known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instrument
and acknowledged that they executed the same for the purposes
therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Frances J. Hursh
Notary Public

My Commission Expires:

November 5, 1993

LESSOR AS CORPORATION

STATE OF _____)
COUNTY OF _____) SS

On this the ____ day of _____, 19____, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

COMMONWEALTH OF KENTUCKY)
COUNTY OF ALLEN) SS

On this the 14th day of September, 1992, before me, Anna Landrum, the undersigned officer, personally appeared Tom Holstad, Director of Real Estate, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation by himself as Director of Real Estate.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Anna B. Landrum
My Comm. Expires Jan. 21, 1993

LEASE MODIFICATION AGREEMENT #1

Re: Dollar General Store
Wichita, Kansas

WITNESSETH,

WHEREAS, the undersigned parties now being Lessor and Lessee, respectively, under the terms of a Lease signed September 10, 1992, as to Lessor and September 14, 1992, as to Lessee and thereafter modified by no separate modification agreements, and primarily covering a storeroom, located at East Lincoln Street, City of Wichita, County of Sedgwick, and State of Kansas, do now desire to modify and amend such Lease.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties agree that such lease shall be and is hereby amended and modified as follows:

1. The demised premises shall be reduced by 6,622 square feet (43'x154') by returning the unused portion of the premises shown outlined in green on Exhibit "E" attached hereto and made a part hereof.
2. The plot plan attached hereto and made a part hereof as Exhibit "B-1" supersedes Exhibit "B" for all intents and purposes.

All other terms and conditions of the Lease and of any previous modification thereof shall remain unchanged.

The provisions of this Lease Modification Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals April 2, 1993, 1993 (as to Lessor), April 12th, 1993 (as to Lessee).

Signed and acknowledged in
duplicate in presence of:

Witnesses for Lessor:

Tom Venter
Tom Venter

Lessor: W. A. MICHAELIS, JR. AND
H. R. MICHAELIS

By: W. A. Michaelis, Jr.
W. A. MICHAELIS, JR.

By: H. R. Michaelis
H. R. Michaelis

Witnesses for Lessee:

Vena Bridgman
Dana Luoma

Lessee: DOLGENCORP, INC.

By: Tom Holsted
Tom Holsted
Director of Real Estate

LEASE MODIFICATION AGREEMENT #2

2752
Wichita
KS
LMA

RE: Dollar General Store #2752
Wichita, KS

THIS LEASE AMENDMENT, entered into this 19th day of May 2003, by and between Howard Brodsky, as assigned from W.A. Michaelis, Jr. and H.R. Michaelis, Lessor, and Dolgencorp, Inc., a Kentucky corporation, with its principal office and place of business at 100 Mission Ridge, Goodlettsville, Tennessee 37072, Lessee.

WITNESSETH,

WHEREAS, the undersigned parties now being Lessor and Lessee respectively, under the terms of a Lease dated September 10, 1992 and thereafter modified by one (1) separate letter agreement, and primarily covering a storeroom located at 2747 Boulevard Plaza, City of Wichita, County of Sedgewick, and State of Kansas (the "Demised Premises"), do now desire to modify and amend such Lease.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties agree that such Lease shall be and is hereby amended and modified as follows:

1. **TERM.** The term of this Lease is extended for a period of one (1) year beginning October 1, 2003 through September 30, 2004 (the "Extended Term"), upon all terms and conditions as set forth in the Lease, except as specifically stated herein.
2. **OPTION.** Provided it shall not be in default hereunder, Lessee shall be entitled to extend the term of this Lease for two (2) periods of one (1) year each (the "Option Period"), upon the same terms and conditions as herein set forth. Lessee may extend this Lease by giving Lessor written notice as provided herein not less than thirty (30) days prior to the expiration of the Extended Term, or of any renewal thereof. In the event Lessee does not give notice of exercising its right to renew this Lease, all succeeding renewals shall terminate.
3. **NOTICES.** All notices required under this Lease Modification Agreement shall be deemed to have been properly served if delivered in writing personally or by registered or certified mail to Lessee at Dolgencorp, Inc., 100 Mission Ridge, Goodlettsville, Tennessee, 37072 (Attention: Director of Company Growth Administration).

All other terms and conditions of the Lease and of any previous modifications thereof shall remain unchanged.

The provisions of this Lease Modification Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

REM JN4
08/25/03

9/11/03

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, July 2
2003 (as to Lessor); August 25, 2003 (as to Lessee).

Signed and acknowledged in
duplicate in presence of:

Witness for Lessor:

Donald E. Brodsky

LESSOR: HOWARD BRODSKY

BY:

Howard Brodsky
Howard Brodsky

Witness for Lessee:

Terri F. Holder

LESSEE: DOLGENCORP, INC.

BY:

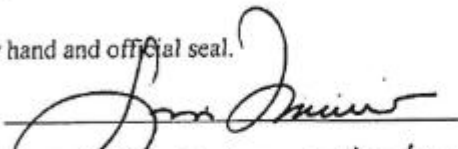
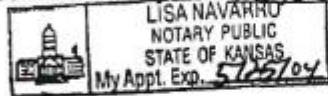
Terri F. Holder
Terri F. Holder
Director of Company Growth
Administration

LESSOR AS INDIVIDUAL

STATE OF Ks)
COUNTY OF Sedgwick) SS

On this the 2nd day of July, 2003, before me, the undersigned officer, personally appeared Howard Bradsky, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


My Commission Expires: 5/25/04


LESSOR AS PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledges himself/herself/themselves to be the partner(s) of _____, a partnership, and that he/she/they, as such partner(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

LESSOR AS CORPORATION

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself/themselves to be the _____ of _____, a corporation, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as _____.

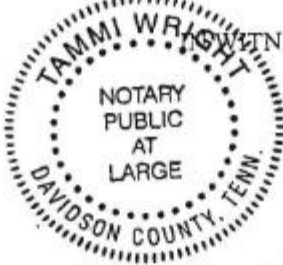
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

LESSEE

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 25th day of August, 2003, before me, the undersigned officer, personally appeared Terri Holder, Director of Company Growth Administration of Dolgencorp, Inc., and that she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation by herself as Director of Company Growth Administration.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Tammi Wright
My Commission Expires: _____

LEASE MODIFICATION AGREEMENT #3

2752
Wichita, KS
L-LMA

RE: Dollar General Store #2752
Wichita, KS

THIS LEASE AMENDMENT, entered into this 28th day of February 2008, by and between Howard Brodsky, Lessor, and Dolgencorp, Inc., a Kentucky corporation, with its principal office and place of business at 100 Mission Ridge, Goodlettsville, Tennessee 37072, Lessee.

WITNESSETH,

WHEREAS, the undersigned parties now being Lessor and Lessee respectively, under the terms of a Lease dated September 10, 1992 and thereafter modified by two (2) separate letter agreements, and primarily covering a storeroom located at 2747 Boulevard Plaza, City of Wichita, County of Sedgewick, and State of Kansas (the "Demised Premises"), do now desire to modify and amend such Lease.

WHEREAS, Lessee has occupied the Demised Premises on a month-to-month basis since October 1, 2006, and does now desire to extend the term of its occupancy.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties agree that such Lease shall be and is hereby amended and modified as follows:

1. **TERM.** The term of this Lease is extended for a period of three (3) years beginning April 1, 2008 through March 31, 2011 (the "Extended Term"), upon all terms and conditions as set forth in the Lease, except as specifically stated herein.
2. **OPTION.** Provided it shall not be in default hereunder, Lessee shall be entitled to extend the term of this Lease for one (1) period of three (3) years each (the "Option Period"), upon the same terms and conditions as herein set forth. Lessee may extend this Lease by giving Lessor written notice as provided herein not less than thirty (30) days prior to the expiration of the Extended Term, or of any renewal thereof. In the event Lessee does not give notice of exercising its right to renew this Lease, all succeeding renewals shall terminate.
3. **RENT.** The rent during the Extended Term shall be in the amount of one thousand nine hundred and 00/100 (\$1,900.00) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.

The rent during the Option Period (if exercised) shall be in the amount of two thousand twenty-five and 00/100 (\$2,025.00) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.

4. **PERCENTAGE RENT.** During the Extended Term, Lessee's percentage rent shall be amended to be 3% of its sales in excess of \$760,000.00, hereinafter called the minimum sales base, made from the Demised Premises during each lease year.

During the Option Period (if exercised), Lessee's percentage rent shall be amended to be 3% of its sales in excess of \$810,000.00, hereinafter called the minimum sales base, made from the Demised Premises during each lease year.

5. **NOTICES.** All notices required under this Lease Modification Agreement shall be deemed to have been properly served if delivered in writing personally or by registered or certified mail to Lessee at Dolgencorp, Inc., 100 Mission Ridge, Goodlettsville, Tennessee, 37072 (Attention: Sr. Director of Lease Administration).

All other terms and conditions of the Lease and of any previous modifications thereof shall remain unchanged.

4/3/08

The provisions of this Lease Modification Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, _____

20__ (as to Lessor); April 1, 2008 (as to Lessee).

Signed and acknowledged in duplicate in presence of:

Witness for Lessor:

Dora Padilla

LESSOR: HOWARD BRODSKY

BY:

Howard Brodsky

Howard Brodsky

Witness for Lessee:

James B. Pedigo

LESSEE: DOLGENCORP, INC.

BY:

Terri F. Holder

Senior Director of Lease Administration

~~Gayle Aertker~~

and Store Development

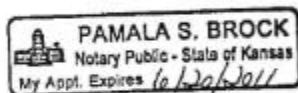
~~President of Real Estate~~

LESSOR

STATE OF Kansas)
COUNTY OF Sedgwick) SS

On this the 21st day of March, 2008, before me, the undersigned officer, personally appeared Louise Brodsky, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Pamela S. Brock
My Commission Expires: 6/24/2011

LESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) SS

On this the 1st day of April, 2008, before me, the undersigned officer, personally appeared Gayle Aertker, Senior Vice President of Real Estate and Store Development of Dolgencorp, Inc., and that she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation by herself as Senior Vice President of Real Estate and Store Development.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires JAN. 24, 2009

Anne Marie Wilson
My Commission Expires: 1/24/09

LEASE MODIFICATION AGREEMENT # 4

RE: Dollar General Store # 2752
Wichita, KS

THIS LEASE MODIFICATION AGREEMENT # 4 (the "Agreement"), entered into this 21st day of July, 2009, by and between, HOWARD BRODSKY, successor-in-interest, as Landlord, and DG RETAIL, LLC, a Tennessee limited liability company, with its principal office and place of business at 100 Mission Ridge, Goodlettsville, Tennessee 37072, Tenant.

WITNESSETH,

WHEREAS, the undersigned parties now being Landlord and Tenant respectively, under the terms of a Lease dated September 10, 1992, and primarily covering a storeroom located at 2747 Boulevard Plaza, City of Wichita, Sedgwick County, State of Kansas, as may have been amended, the "Lease"; and

WHEREAS, Landlord and Tenant do now desire to amend certain terms of the Lease to their mutual benefit.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties agree that such Lease shall be and is hereby amended and modified as follows:

1. **TERM.** The term of this Lease is extended through March 31, 2014 (the "Extended Term"), upon all terms and conditions as set forth in the Lease, except as specifically amended herein.
2. **OPTIONS.** Notwithstanding anything to the contrary in the Lease, provided it shall not be in default hereunder beyond the applicable notice and cure period set forth in the Lease, Tenant shall be entitled to extend the term of this Lease for one (1) period of three (3) years (the "Option Period"), upon the same terms and conditions set forth in the Lease, except as otherwise provided in Paragraph 3 hereof. Tenant may extend this Lease by giving Landlord written notice as provided herein not less than ninety (90) days prior to the expiration of the Extended Term. In the event Tenant does not exercise its right to renew this Lease, as set forth herein, all succeeding rights to extend the Lease shall terminate.
3. **RENT.** Notwithstanding anything to the contrary in the Lease, the rent shall be payable as follows:
 - (a) The rent during the Extended Term shall be in the amount of Two Thousand Five Hundred and no/100 (\$2,500.00) dollars, per calendar month commencing August 1, 2009, through March 31, 2014, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.
 - (b) The rent during the Option Period, if exercised, shall be in the amount of Two Thousand Seven Hundred Fifty and no/100 (\$2,750.00) dollars, per calendar month,

payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.

4. **PERCENTAGE RENT.** Section XXVIII.b and all references in the Lease to Percentage Rent are hereby deleted in their entirety effective August 1, 2009, and will not be replaced.
5. **CONFLICT.** In the event of a conflict between the provisions set forth in this Agreement and the provisions of the Lease, the terms, conditions and provisions of this Agreement shall control.
6. **NOTICES.** All notices required under this Agreement shall be deemed to have been properly served if delivered in the manner set forth in the Lease, except that Tenant's address for receipt of notices shall hereinafter be 100 Mission Ridge, Goodlettsville, Tennessee, 37072 (Attention: Vice President, Lease Administration).

Except as may be set forth herein, all other terms and conditions of the Lease and of any previous modifications thereof shall remain unchanged.

The provisions of this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

[signatures on following page]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals,
August 31, 2009 (as to Landlord); September 8, 2009 (as to Tenant).

Signed and acknowledged in duplicate in presence of:

Witness for Landlord:

CHRIS RUROW

LANDLORD: HOWARD BRODSKY

BY: Howard Brodsky

Signature:

Chris Rurow

Print Name:

Lisa R. Gludewell

Signature:

Lisa R. Gludewell

Print Name:

Witness for Tenant:

Howard Brodsky

Signature:

Howard Brodsky

Print Name:

Jennifer Fair

Signature:

Jennifer Fair

Print Name:

TENANT: DO RETAIL, LLC

BY: Maurice A. Laliberte

Maurice A. Laliberte

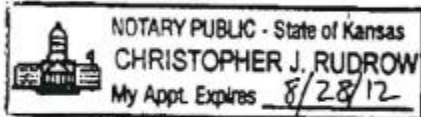
Vice President of Lease Administration

LANDLORD

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

On this the 31st day of August, 2009, before me, the undersigned officer, personally appeared Howard Brodsky, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Chris J. Rudrow
My Commission Expires: 8/28/12

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 8 day of September, 2009, before me, the undersigned officer, personally appeared Maurice A. Laliberte, Vice President of Lease Administration of DG Retail, LLC, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President of Lease Administration.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Houston Rudy
My Commission Expires: 10/6/12

LEASE MODIFICATION AGREEMENT #5

2752
Wichita, KS
LMA

RE: Dollar General Store #2752
Wichita, KS

THIS LEASE MODIFICATION AGREEMENT (the "Agreement"), entered into this 10th day of January, 2017, by and between Howard Brodsky, successor-in-interest (the "Landlord"), and DG Retail, LLC, a Tennessee limited liability company, with its principal office and place of business at 100 Mission Ridge, Goodlettsville, Tennessee 37072, successor-in-interest to Dolgencorp, Inc., (the "Tenant").

WITNESSETH,

WHEREAS, the undersigned parties now being Landlord and Tenant respectively, under the terms of a lease dated September 10, 1992 (the lease and any other amendments and/or modifications thereto hereinafter referred to as the "Lease") and primarily covering a store space located at 2747 Boulevard Plaza, City of Wichita, County of Sedgwick, and State of Kansas (the "Demised Premises"), do now desire to modify and amend such Lease.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties agree that such Lease shall be and is hereby amended and modified as follows:

1. **TERM.** The term of this Lease is extended for a period of five (5) years beginning April 1, 2017 and terminating on March 31, 2022 (the "Extended Term"), upon all terms and conditions as set forth in the Lease, except as specifically amended herein.
2. **OPTION.** Provided Tenant at the time notice is given shall not then be in default hereunder beyond the applicable notice and cure period set forth in the Lease, Tenant shall be entitled to extend the term of this Lease for two (2) periods of five (5) years each (each, an "Option Period"), upon the same terms and conditions as provided in the Lease except as specifically amended herein. Tenant may extend this Lease by giving Landlord written notice as provided herein not less than ninety (90) days prior to the expiration of the Extended Term, or Option Period, if applicable. In the event Tenant does not exercise its right to renew this Lease, as set forth herein, all succeeding rights to extend the Lease shall terminate.
3. **RENT.** Notwithstanding anything to the contrary in the Lease, rent shall be payable as follows:
 - a) The rent during the Extended Term shall be in the amount of two thousand eight hundred eighty-seven and 50/100 (\$2,887.50) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.
 - b) The rent during the first Option Period, if exercised, shall be in the amount of three thousand one hundred seventy-six and 25/100 (\$3,176.25) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.
 - c) The rent during the second Option Period, if exercised, shall be in the amount of three thousand

12/13

four hundred ninety-three and 88/100 (\$3,493.88) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.

4. **LANDLORD'S WORK.** As soon as practicable and in no event any later than May 1, 2017, Landlord agrees to perform the following work at its own cost and expense:
 - a) Landlord shall clean the lettering on the column bearing the name of the Shopping Center.
 - b) Landlord shall re-paint the exterior façade of the Shopping Center as needed.
 - c) Landlord shall restripe the parking lot and repair the rebar sticking up in the concrete.
 - d) Landlord shall repair the floor inside the Premises including any and all holes contained therein.
5. **COUNTERPARTS AND ELECTRONIC SIGNATURE.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed and delivered electronically with such signatures being deemed original signatures for purposes of enforcement and construction of this Agreement.
6. **HOLDING OVER.** Section XVIII of the Lease is deleted in its entirety and replaced with the following:

"Any holding over by Tenant beyond the original term of this Lease or any renewal period thereof shall be on the same terms and conditions as contained herein, and shall be a periodic tenancy terminable by either party upon ninety (90) days prior written notice to the other party."
7. **NOTICES.** All notices required under this Agreement shall be deemed to have been properly served if delivered in the manner set forth in the Lease, except that Tenant's address for receipt of notices shall hereinafter be DG Retail, LLC., 100 Mission Ridge, Goodlettsville, Tennessee, 37072 (Attention: Lease Administration).
8. **MISCELLANEOUS.** Landlord and Tenant agree that the Lease is, as of the date of this Agreement, in full force and effect, and all other terms and conditions of the Lease and of any previous modifications thereof shall remain unchanged. The provisions of this Lease Modification Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. All capitalized terms in this Agreement shall have the meaning assigned to them in the Lease, unless expressly modified herein.

(SIGNATURE PAGE FOLLOWS)

NR

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the dates set forth below.

Signed and acknowledged in duplicate in presence of:

Witnesses for Landlord:

LANDLORD: HOWARD BRODSKY

By:

Howard Brodsky

Witness 1

Print Name

Witness 2

Print Name

Witnesses for Tenant:

TENANT: DG RETAIL, LLC

By:

Melissa L. Heisse

Name:

Melissa L. Heisse

Its:

Sr. Director/Lease Administration

Date:

1/16/17

Witness 1

Print Name

Witness 2

Print Name

LEASE MODIFICATION AGREEMENT #6

RE: Dollar General Store #2752
Wichita, KS

THIS LEASE MODIFICATION AGREEMENT (the "Agreement"), entered into this 27th day of January, 2019, by and between Baltimore Exchange LLC, successor-in-interest (the "Landlord"), and DG Retail, LLC., a Tennessee limited liability company, with its principal office and place of business at 100 Mission Ridge, Goodlettsville, Tennessee 37072, successor-in-interest to Dolgencorp, Inc., (the "Tenant").

WITNESSETH,

WHEREAS, the undersigned parties now being Landlord and Tenant respectively, under the terms of a lease dated September 10, 1992 (the lease and any other amendments and/or modifications thereto hereinafter referred to as the "Lease") and primarily covering a store space located at 2747 Boulevard Plaza, City of Wichita, County of Sedgwick, and State of Kansas (the "Demised Premises"), do now desire to modify and amend such Lease.

WHEREAS, both parties hereby acknowledge that Tenant's two (2) remaining option periods to extend the term, as provided in Lease Modification Agreement #5, are null and void upon execution of this Lease Modification Agreement.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties agree that such Lease shall be and is hereby amended and modified as follows:

1. **TERM.** The term of this Lease is extended for a period of five (5) years beginning April 1, 2022 and terminating on March 31, 2027 (the "Extended Term"), upon all terms and conditions as set forth in the Lease, except as specifically amended herein.
2. **OPTION.** Provided Tenant at the time notice is given shall not then be in default hereunder beyond the applicable notice and cure period set forth in the Lease, Tenant shall be entitled to extend the term of this Lease for two (2) periods of five (5) years each (each, an "Option Period"), upon the same terms and conditions as provided in the Lease except as specifically amended herein. Tenant may extend this Lease by giving Landlord written notice as provided herein not less than ninety (90) days prior to the expiration of the Extended Term, or Option Period, if applicable. In the event Tenant does not exercise its right to renew this Lease, as set forth herein, all succeeding rights to extend the Lease shall terminate.
3. **RENT.** Notwithstanding anything to the contrary in the Lease, rent shall be payable as follows:
 - a) The rent during the Extended Term shall be in the amount of two thousand eight hundred eighty-seven and 50/100 (\$2,887.50) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.
 - b) The rent during the first Option Period, if exercised, shall be in the amount of three thousand

one hundred seventy-six and 25/100 (\$3,176.25) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.

c) The rent during the second Option Period, if exercised, shall be in the amount of three thousand four hundred ninety-three and 88/100 (\$3,493.88) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.

4. **RENT CONCESSION.** In consideration of Tenant's extension of the Lease as contemplated herein, Landlord hereby agrees that Tenant shall have no obligation to pay base rent for the month of March 2019.
5. **ESTOPPEL CERTIFICATES.** Notwithstanding anything to the contrary in the Lease, commencing with the Extended Term, section XXVIII Special Stipulations, sub-section (g) Estoppel Certificates of the original Lease dated September 10, 1992, shall be amended by deleting the reference of "ten (10) days" in the third typed line and replaced by the term "twenty (20) days."
6. **EXCLUSIVE USE COVENANT.** Commencing upon execution of this Agreement, Section IV of the Lease shall be deleted in its entirety and replaced with the following:
Landlord covenants and agrees not to lease, rent or occupy, or allow to be leased, rented or occupied, any part of the Shopping Center, for use as a Family Dollar, Dollar Express, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Ninety-Nine Cents Only, Deals, Dollar Bills, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Odd Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept.
This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Shopping Center during the Lease Term, as may be extended. Landlord acknowledges that in the event of any breach by Landlord of Landlord's covenants in this section, Tenant's remedies at law would be inadequate. Therefore, in the event of a breach of Tenant's exclusive use rights, Tenant shall be entitled to (i) terminate this Lease upon ninety (90) days notice to Landlord at any time from and after the date such breach occurs, and (ii) pursue any and all remedies available at law or in equity including, without limitation, relief by injunction (or otherwise) as Tenant may elect in its sole discretion. In the event Tenant has not elected to terminate this Lease, during the period any such violation shall continue Tenant shall pay, in lieu of Tenant's fixed monthly rental hereunder and all other charges under this Lease, an amount equal to fifty percent (50%) of Tenant's monthly Minimum Rent and additional rent under this Lease ("Monthly Substitute Rent"). At any time thereafter for as long as the violation continues, Tenant may elect to terminate this Lease on ninety (90) days notice to Landlord. Tenant's remedies, in all events, shall be cumulative rather than exclusive.
7. **COUNTERPARTS AND ELECTRONIC SIGNATURE.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed and delivered electronically with such signatures being deemed original signatures for purposes of enforcement and construction of this Agreement.
8. **NOTICES.** All notices required under this Agreement shall be deemed to have been properly served if delivered in the manner set forth in the Lease, except that Tenant's address for receipt of

notices shall hereinafter be DG Retail, LLC., 100 Mission Ridge, Goodlettsville, Tennessee, 37072 (Attention: Lease Administration).

9. **MISCELLANEOUS.** Landlord and Tenant agree that the Lease is, as of the date of this Agreement, in full force and effect, and all other terms and conditions of the Lease and of any previous modifications thereof shall remain unchanged. The provisions of this Lease Modification Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. All capitalized terms in this Agreement shall have the meaning assigned to them in the Lease, unless expressly modified herein.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the dates set forth below.

Signed and acknowledged in duplicate in presence of:

Witnesses for Landlord:

LANDLORD: BALTIMORE EXCHANGE LLC

G. R. Pearce
Witness 1
Ginny R. Pearce
Print Name

By:
Name:
Its:
Date:

Talat Timsah
owner
1/29/19

Janet Searls
Witness 2
Janet Searls
Print Name

Witnesses for Tenant:

TENANT: DG RETAIL, LLC

Amber Turpin
Witness 1
Amber Turpin
Print Name

By:
Name:
Its:
Date:

Melissa L. Heisse
Melissa L. Heisse
Sr. Director, Lease Administration
2/11/2019

Stephanie Potts
Witness 2
Stephanie Potts
Print Name

December 5, 2018

ginny27@gmail.com

Re: Dollar General Store #2752 Wichita, KS

Ginny,

Excess Space Retail Services, Inc. ("Excess Space") has been engaged by Dollar General Corporation ("Dollar General") to assist in its lease restructuring and renewal program. In reaction to the following challenges:

- A more challenging sales environment
- Retail price deflation, thereby impacting margins
- Increased labor and occupancy costs
- Increased competition

Dollar General is continuing to undertake forward-looking measures and is evaluating stores for additional lease term. Accordingly, Excess Space has been asked to partner with you to restructure the existing lease terms.

There continues to be a high level of demand and participation from landlords for this program and therefore, once again this year, Dollar General has decided to restart this program, albeit on a limited basis. Please know that Dollar General values all Landlord/Tenant relationships and looks forward to offering lease restructuring terms to you, as Landlord. If you would like to secure a long-term commitment from a nationally recognized credit tenant and avoid having this store reviewed for alternate real estate opportunities, it is imperative that mutually agreeable extension and rental terms are reached.

The following is a proposal to restructure the above referenced lease:

- Base rent is currently \$2,887.50 per month with the Lease term expiring 3/31/22.
- The new lease term would be extended now through 3/31/27 with the rent remaining at \$2,887.50 per month.
- In consideration of Tenant's early extension of term, Landlord hereby agrees that Tenant shall be relieved of its obligation to pay base rent for the month of January 2019.
- The two (2) remaining lease options will be pushed out until the end of the extended term under the same terms and conditions that exist within the lease now as follows:
 - (a) The first remaining option will be 4/1/27 through 3/31/32 at a base rent of \$3,176.25 per month.
 - (b) The second remaining option will be 4/1/32 through 3/31/37 at a base rent of \$3,493.88 per month.

December 5, 2018
Store #2752 Wichita, KS
Page 2 of 2

This letter and our conversations are confidential pursuant to the terms of your lease and should not be shared with any third parties.

This is not a binding proposal and is contingent upon Dollar General's final Real Estate Committee approval, consent of the Landlord's mortgagee, if required, and the full execution of a formal binding written agreement mutually acceptable to the parties. However, if this proposal meets with the Landlord's satisfaction, please sign below and email to SR@ExcessSpace.com or fax to (516) 365-5125. Upon receipt Dollar General will draft the necessary paperwork should it meet the herein stated contingencies.


I look forward to your fast and favorable reply, as time is of the essence. As such, a written response is hereby requested within five (5) business days from the date hereof. Please contact me at **(516) 365-6400 extension 234**, should you have any questions.

Sincerely,
EXCESS SPACE RETAIL SERVICES, INC.



Shari Robins
Senior Project Management Coordinator

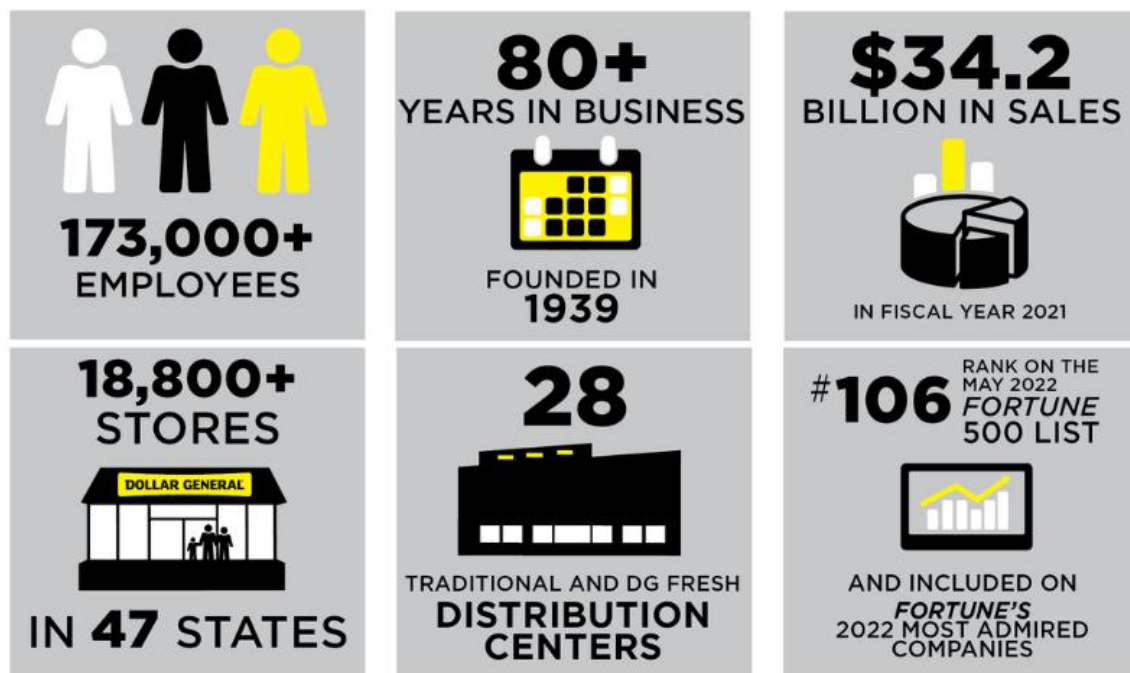
AGREED TO AND ACCEPTED BY:


(Please sign above and print name,
title and entity below) 1/11/19

Fast Facts

ABOUT THE BRAND

Dollar General's value-focused approach of providing customers with household necessities at a price 20-40% lower than competitors has allowed the company to excel in low-income markets. The stores generally feature a low-cost, no frills building with limited maintenance capital, low operating costs, and focused merchandise.



AS OF DECEMBER 2022 UNLESS OTHERWISE NOTED

VIEW THE
OFFICIAL
WEBSITE

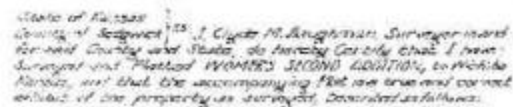
Want to learn more company facts about Dollar General?

See their full website by clicking here.



[DOLLARGENERAL.COM](https://www.dollargeneral.com)

W-3-2M



Glyde M. Baughman *Director*

Spencer McVicar, Registrar of Court
London

Analysis of Variance of Means

State of Kansas
County of Sedgewick
I, John D. Aug 1941, do hereby certify that on this day of Aug 1941, before me a Notary Public in and for said County and State, one J. M. Rimmer, of the County of Sedgewick, State of Kansas, his wife, and AN Rimmer & Sons C. Water, Inc., do so personally appear to be the same person who executed the foregoing instrument of writing and duly acknowledged the same as their voluntary and lawful act.

Dated this day of 1942
The City Planning Commission of the City of Wichita, Kansas

minutes this 3rd Approved by the Board of City Comm.
date of SEPTEMBER 1911

Approved by County Commissioners
Nov. 6. 1904

10. 10/10/1976

That I have notified for the purpose of carrying in-

Approved by: [Signature] Date: 10/12/94
Special Agent in Charge

W2-6-77



[24] Hough, P. *Properties of Steady*
Flow in a Pipe of Arbitrary Cross-Section.

LOT SPLIT

LEGAL DESCRIPTION:
(see Exhibit "A")

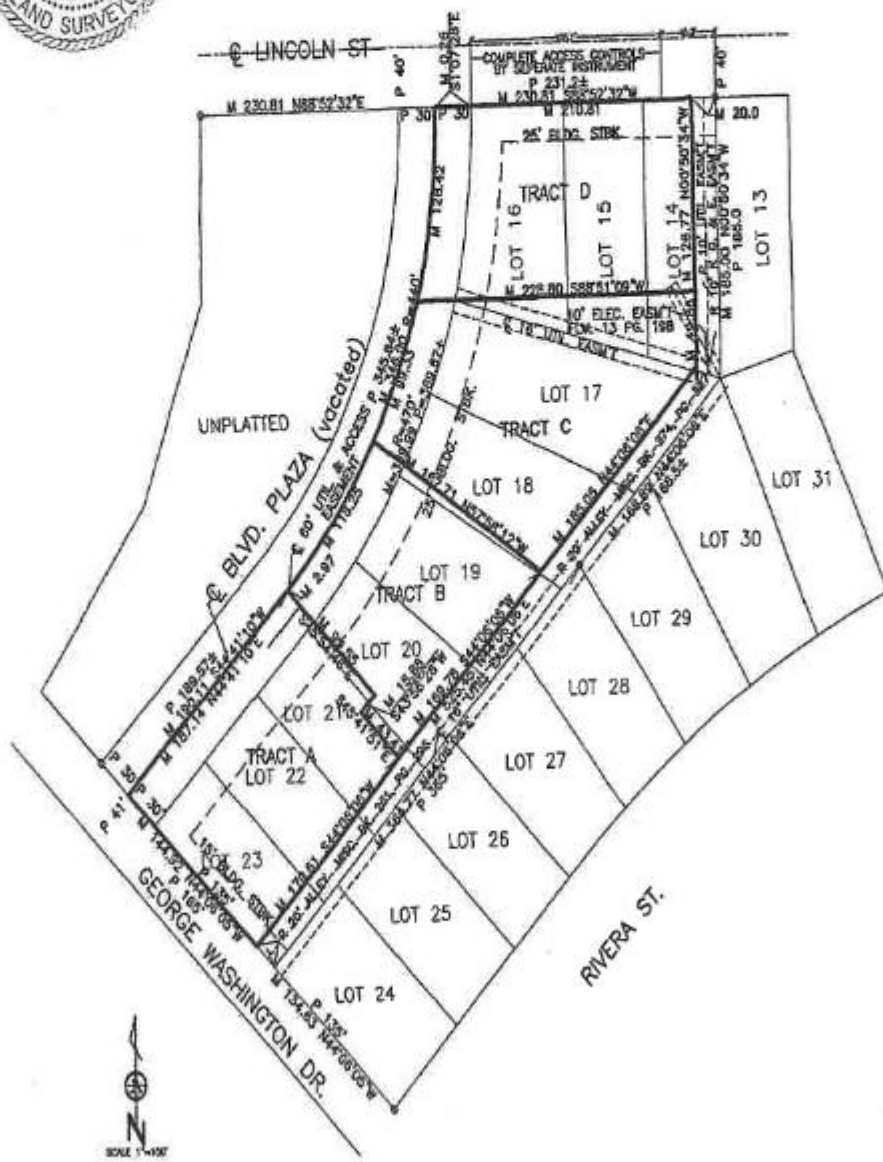


City of Wichita }
Sedgwick County } Lot Split No. LSP2020-00006
State of Kansas } ss copy 1 of 2

Scott Wadla, Interim Director of Planning, Wichita
Sedgwick County Metropolitan Area Planning Department
do hereby certify under the authority granted in the
Subdivision Rules and Regulations that the lot split
to which this stamp is affixed has been approved.

Given under my hand and seal this 10th day of
July, 2020

Scott Wadla
Scott Wadla, Interim Director of Planning



- - "15-780" capped water well
- - 1/2" iron pipe found
- - 3/4" iron pipe found
- - closed "X" in concrete found
- - closed "X" in concrete found

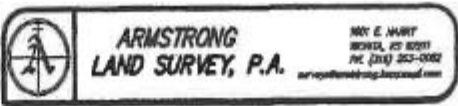




EXHIBIT "A"

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 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 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 Drive; 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 Northwest 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 Northwest 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 Lot 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.



First American Title™

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

Greg L. Smith, Secretary

Issuing Agent: Security 1st Title



Security 1st Title

Joey Landes
727 N Waco Ave
Wichita, KS 67203
Ste 300
(316) 779-1942 (Work)
jlandes@security1st.com

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


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Scroll to Top

 First American Title™	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:	Joey Landes
ALTA Universal ID:	1010831		727 N Waco Ave
Loan ID Number:			Wichita, KS 67203
Commitment No.:	C-JL3014467		Ste 300
Property Address:	2747 E. Boulevard Plaza		(316) 779-1942 (Work)
	Wichita, KS 67211		jlandes@security1st.com

SCHEDULE A

1. Commitment Date:

01/11/2023 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.

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Commitment No.: C-JL3014467

Exhibit A


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 210.81 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.

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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BI	

Commitment No.: C-JL3014467

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 properly authorized, executed, and recorded in the Public Records.
5. **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, to Capitol Federal Savings Bank, in the amount of \$408,000.00.**
6. **File a partial release of the Assignment of Leases/Rents dated APRIL 12, 2022, recorded APRIL 15, 2022, as Doc#/Flm-Pg: [30155735](#), made by Baltimore Exchange LLC, to Capitol Federal Savings Bank**
7. **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.
3. In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.
8. **Provide this company with a properly completed and executed Owner's Affidavit.**
9. **File a Warranty Deed from Baltimore Exchange, LLC, a Kansas limited liability company to A legal entity, to be determined.**
10. **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.**

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SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

11. 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.

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Schedule BII	

Commitment No.: C-JL3014467

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:

1. 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.
4. 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 \$6,372.91.**

First Installment: \$3,186.46, PAID

Second Installment: \$3,186.45, Due, not yet delinquent until after May 10, 2023

Property I.D. # C-15429-0003

PIN # 30015144

8. **The following matters shown on or disclosed by the recorded plat referred to in the legal description: easements and building setback lines.**
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.**
10. **An easement for utilities, recorded as Misc. Book 249, Page [1](#).
In favor of: Kansas Gas & Electric
Affects: a portion of subject property**

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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. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Film 236, Page [1192](#).
13. Terms and provision contained in the Lease dated JULY 08, 2008 executed by Howard Brodsky, as lessor, and Spencer Cameron, as lessee, as evidenced by the Lease Amendment recorded AUGUST 08, 2008 as Doc#/Flm-Pg: [28998551](#).
14. The terms and provisions contained in the document entitled "Lot Split" filed as Doc#/Flm-Pg: [30013352](#), refiled on Doc#/Flm-Pg: [30026327](#) and refiled again with Doc#/Flm-Pg: [30033273](#).
15. The terms and provisions contained in the document entitled "Dedication of Access Control" filed as Doc#/Flm-Pg: [30024356](#).
16. 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.

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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.

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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 <http://www.alta.org/arbitration>.

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First American Title™

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 visit <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

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.

Your Choices 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 <https://www.firstam.com/privacy-policy/>.

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.

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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.

Verification Process. 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.

Right of Non-Discrimination. 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 <https://www.firstam.com/privacy-policy>.

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

Notice of Disclosure. 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>.

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PRIVACY POLICY

WHAT DOES SECURITY 1ST 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 1ST Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley 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 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st 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 1st Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>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.</p>
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

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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 25th 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.

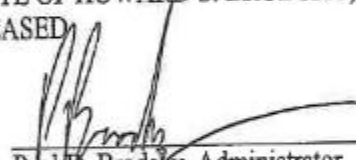
Parcel #2: Lots 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Block 1, Womer's Second Addition to Wichita, Kansas, Sedgwick County, Kansas, together with the East Half of vacated Mesita Drive abutting on the West, except therefrom that part dedicated for alleys in Book Misc. 261, Page 296; and Book Misc. 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.

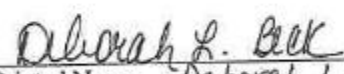
ESTATE OF HOWARD S. BRODSKY,
DECEASED

By:

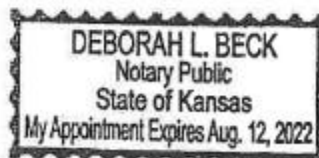

Paul D. Brodsky, Administrator

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: Deborah L. Beck
Notary Public

My Appointment Expires:





Sedgwick County
Register of Deeds - Tonja Buckingham

Doc. #/Fil-Pg: 30025273

Receipt #: 2212769
Pages Recorded: 4

Recording Fee: \$72.00

Cashier: Iedark

Authorized By: *Tonja Buckingham*

Date 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 14th day of December, 2020.

Grantor:

Baltimore Exchange, LLC

By: *Talal A. Timsah*

Talal A. Timsah, Manager

STATE OF KANSAS)

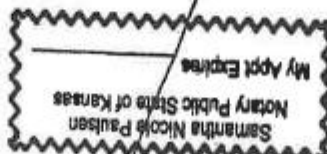
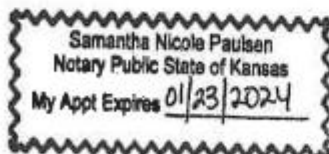
) ss:

COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the 14th 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.

Samantha Nicole Paulsen
Notary Public

My appointment expires: 1/2/2024



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 $45^{\circ}2'$, 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 $81^{\circ}20'$ for a distance of 148 feet, thence with a deflection angle to the left of $15^{\circ}20'$ for a distance of 141 feet, thence with a deflection angle to the left of $19^{\circ}18'$ 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.



Sedgwick County
Register of Deeds - Tonge Buckingham
Doc. #/Flm-Pg: 30146124

Receipt #: 2289089
Pages Recorded: 2

Recording Fee: \$38.00

Cashier: Hebeque

Authorized By: *Tonge Buckingham*

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 9th day of March, 2022.

Grantor:

Exodus Church Wichita

By: *[Signature]*

Name: Kyle Lammott

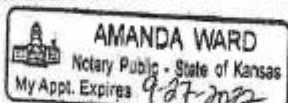
Title: Elder and Pastor

STATE OF KANSAS)

) ss:

COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the 9th day of March, 2022 by Kyle Lammott in such person's capacity as Elder and Pastor of Exodus Church Wichita, a Kansas not-for-profit corporation, for and on behalf of said Church. Elder and



My appointment expires: 9-27-2022

[Signature]
Notary Public

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).

Debbie B.

38.00
Sec 51
check x 2

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, 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 170.81 feet; THENCE N45°41'51"W, a distance of 43.41 feet; THENCE N43°58'28"E, a distance of 15.88 feet; THENCE N45°54'55"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 144.82 feet to the point of BEGINNING, containing 28,211.73 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 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 170.81 feet to a point of BEGINNING; THENCE N45°41'51"W, a distance of 43.41 feet; THENCE N43°58'28"E, a distance of 15.88 feet; THENCE N45°54'55"W, a distance of 99.55 feet to the centerline of said vacated; Mesita Drive; 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; THENCE 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 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 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 182.71 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 Lot 14, a distance of 49.88 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: 37.6713/-97.3045

2747 East Boulevard Plaza Wichita, KS 67211

1 mi radius 3 mi radius 5 mi radius

Population			
2022 Estimated Population	12,346	100,659	228,383
2027 Projected Population	12,497	102,008	229,488
2020 Census Population	12,205	100,386	228,036
2010 Census Population	12,495	102,514	231,787
Projected Annual Growth 2022 to 2027	0.2%	0.3%	-
Historical Annual Growth 2010 to 2022	-	-0.2%	-0.1%
Households			
2022 Estimated Households	5,449	41,708	94,363
2027 Projected Households	5,504	42,126	94,429
2020 Census Households	5,364	41,447	93,829
2010 Census Households	5,431	41,738	93,998
Projected Annual Growth 2022 to 2027	0.2%	0.2%	-
Historical Annual Growth 2010 to 2022	-	-	-
Age			
2022 Est. Population Under 10 Years	14.4%	14.6%	13.8%
2022 Est. Population 10 to 19 Years	11.8%	13.4%	13.5%
2022 Est. Population 20 to 29 Years	16.1%	16.8%	17.3%
2022 Est. Population 30 to 44 Years	19.8%	20.2%	19.1%
2022 Est. Population 45 to 59 Years	17.0%	16.2%	15.8%
2022 Est. Population 60 to 74 Years	14.2%	13.5%	14.6%
2022 Est. Population 75 Years or Over	6.7%	5.4%	5.9%
2022 Est. Median Age	34.8	32.8	33.7
Marital Status & Gender			
2022 Est. Male Population	49.0%	50.4%	49.7%
2022 Est. Female Population	51.0%	49.6%	50.3%
2022 Est. Never Married	41.5%	40.6%	40.7%
2022 Est. Now Married	29.9%	32.6%	35.1%
2022 Est. Separated or Divorced	22.0%	21.7%	19.1%
2022 Est. Widowed	6.6%	5.1%	5.2%
Income			
2022 Est. HH Income \$200,000 or More	1.8%	2.3%	2.7%
2022 Est. HH Income \$150,000 to \$199,999	1.4%	2.2%	2.7%
2022 Est. HH Income \$100,000 to \$149,999	9.5%	8.4%	9.7%
2022 Est. HH Income \$75,000 to \$99,999	11.6%	11.6%	12.2%
2022 Est. HH Income \$50,000 to \$74,999	18.6%	19.4%	20.2%
2022 Est. HH Income \$35,000 to \$49,999	19.1%	16.5%	16.3%
2022 Est. HH Income \$25,000 to \$34,999	10.2%	11.6%	11.1%
2022 Est. HH Income \$15,000 to \$24,999	11.0%	11.4%	10.2%
2022 Est. HH Income Under \$15,000	16.8%	16.7%	14.8%
2022 Est. Average Household Income	\$54,167	\$57,791	\$63,129
2022 Est. Median Household Income	\$42,616	\$47,376	\$50,820
2022 Est. Per Capita Income	\$24,268	\$24,489	\$26,482
2022 Est. Total Businesses	348	4,708	8,675
2022 Est. Total Employees	3,349	58,743	113,074

Full Profile

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

Lat/Lon: 37.6713/-97.3045

2747 East Boulevard Plaza Wichita, KS 67211		1 mi radius	3 mi radius	5 mi radius
Race				
2022 Est. White		62.9%	55.7%	57.6%
2022 Est. Black		11.7%	17.9%	15.8%
2022 Est. Asian or Pacific Islander		3.4%	4.5%	6.1%
2022 Est. American Indian or Alaska Native		1.4%	1.3%	1.3%
2022 Est. Other Races		20.5%	20.5%	19.2%
Hispanic				
2022 Est. Hispanic Population		2,962	24,527	51,503
2022 Est. Hispanic Population		24.0%	24.4%	22.6%
2027 Proj. Hispanic Population		24.0%	24.3%	22.6%
2020 Hispanic Population		22.7%	24.1%	22.8%
Education (Adults 25 & Older)				
2022 Est. Adult Population (25 Years or Over)		8,202	64,457	145,996
2022 Est. Elementary (Grade Level 0 to 8)		7.9%	7.0%	6.4%
2022 Est. Some High School (Grade Level 9 to 11)		5.0%	8.3%	7.9%
2022 Est. High School Graduate		27.2%	29.6%	29.4%
2022 Est. Some College		26.3%	23.0%	22.7%
2022 Est. Associate Degree Only		10.4%	7.8%	7.9%
2022 Est. Bachelor Degree Only		15.4%	15.2%	16.3%
2022 Est. Graduate Degree		7.8%	9.1%	9.3%
Housing				
2022 Est. Total Housing Units		6,048	48,417	106,107
2022 Est. Owner-Occupied		50.4%	42.4%	45.6%
2022 Est. Renter-Occupied		39.7%	43.7%	43.3%
2022 Est. Vacant Housing		9.9%	13.9%	11.1%
Homes Built by Year				
2022 Homes Built 2010 or later		5.5%	6.4%	7.0%
2022 Homes Built 2000 to 2009		5.5%	6.0%	7.3%
2022 Homes Built 1990 to 1999		3.5%	4.3%	6.2%
2022 Homes Built 1980 to 1989		6.5%	7.0%	9.8%
2022 Homes Built 1970 to 1979		10.4%	10.6%	12.7%
2022 Homes Built 1960 to 1969		5.7%	6.4%	7.2%
2022 Homes Built 1950 to 1959		17.7%	19.0%	18.4%
2022 Homes Built Before 1949		35.2%	26.4%	20.4%
Home Values				
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		2.4%	3.7%	3.8%
2022 Home Value \$300,000 to \$399,999		5.5%	6.3%	6.0%
2022 Home Value \$200,000 to \$299,999		13.6%	16.6%	16.4%
2022 Home Value \$150,000 to \$199,999		13.2%	13.8%	16.2%
2022 Home Value \$100,000 to \$149,999		21.3%	16.9%	18.3%
2022 Home Value \$50,000 to \$99,999		32.1%	27.9%	25.2%
2022 Home Value \$25,000 to \$49,999		5.3%	5.7%	4.5%
2022 Home Value Under \$25,000		4.0%	5.4%	4.9%
2022 Median Home Value		\$117,500	\$128,503	\$140,603
2022 Median Rent		\$656	\$660	\$676

Full Profile

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Lat/Lon: 37.6713/-97.3045

2747 East 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	9,666	77,643	178,225	
2022 Est. Civilian Employed	65.7%	61.4%	61.1%	
2022 Est. Civilian Unemployed	2.8%	3.2%	3.4%	
2022 Est. in Armed Forces	-	0.5%	1.1%	
2022 Est. not in Labor Force	31.5%	34.8%	34.3%	
2022 Labor Force Males	48.6%	50.3%	49.4%	
2022 Labor Force Females	51.4%	49.7%	50.6%	
Occupation				
2022 Occupation: Population Age 16 Years or Over	6,350	47,695	108,910	
2022 Mgmt, Business, & Financial Operations	13.1%	11.7%	11.2%	
2022 Professional, Related	18.6%	19.4%	20.3%	
2022 Service	20.2%	20.9%	20.9%	
2022 Sales, Office	22.7%	21.3%	21.6%	
2022 Farming, Fishing, Forestry	0.3%	0.2%	0.3%	
2022 Construction, Extraction, Maintenance	10.9%	10.5%	10.4%	
2022 Production, Transport, Material Moving	14.2%	16.0%	15.3%	
2022 White Collar Workers	54.4%	52.3%	53.1%	
2022 Blue Collar Workers	45.6%	47.7%	46.9%	
Transportation to Work				
2022 Drive to Work Alone	79.0%	76.5%	77.4%	
2022 Drive to Work in Carpool	8.7%	9.2%	9.1%	
2022 Travel to Work by Public Transportation	4.4%	1.8%	1.4%	
2022 Drive to Work on Motorcycle	-	0.2%	0.1%	
2022 Walk or Bicycle to Work	1.6%	2.3%	2.2%	
2022 Other Means	0.6%	1.3%	1.3%	
2022 Work at Home	5.6%	8.8%	8.5%	
Travel Time				
2022 Travel to Work in 14 Minutes or Less	40.8%	38.2%	37.7%	
2022 Travel to Work in 15 to 29 Minutes	47.4%	48.9%	50.1%	
2022 Travel to Work in 30 to 59 Minutes	8.2%	10.4%	10.0%	
2022 Travel to Work in 60 Minutes or More	3.6%	2.5%	2.3%	
2022 Average Travel Time to Work	15.6	16.2	16.5	
Consumer Expenditure				
2022 Est. Total Household Expenditure	\$250.82 M	\$1.99 B	\$4.77 B	
2022 Est. Apparel	\$8.65 M	\$69.01 M	\$166.02 M	
2022 Est. Contributions, Gifts	\$13.44 M	\$107.68 M	\$261.39 M	
2022 Est. Education, Reading	\$7.21 M	\$58.99 M	\$143.03 M	
2022 Est. Entertainment	\$13.69 M	\$108.87 M	\$263.01 M	
2022 Est. Food, Beverages, Tobacco	\$39.31 M	\$310.21 M	\$743.12 M	
2022 Est. Furnishings, Equipment	\$8.53 M	\$67.73 M	\$163.67 M	
2022 Est. Health Care, Insurance	\$23.49 M	\$183.93 M	\$441.91 M	
2022 Est. Household Operations, Shelter, Utilities	\$82.9 M	\$655.52 M	\$1.57 B	
2022 Est. Miscellaneous Expenses	\$4.72 M	\$37.28 M	\$89.69 M	
2022 Est. Personal Care	\$3.36 M	\$26.58 M	\$63.91 M	
2022 Est. Transportation	\$45.51 M	\$359.55 M	\$866.02 M	

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