

**THIRD AMENDMENT TO COMMERCIAL REAL ESTATE SALE CONTRACT**

**THIS THIRD AMENDMENT TO COMMERCIAL REAL ESTATE SALE CONTRACT** ("Amendment") is made and entered into on this \_\_\_ day of February, 2022, by and between City of Bel Aire Public Building Commission ("Seller"), and OMIA, LLC, or its assigns ("Buyer").

WHEREAS, on or about December 17, 2020, the parties entered into the certain Real Estate Sale Contract relating to the property located in The City of Bel Aire, Sedgwick County, Kansas, legally described as Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and Reserves B and C, Block A, Sunflower Commerce Park 2nd Addition, Sedgwick County, which was amended by the certain Amendment to Commercial Real Estate Sale Contract, dated January 12, 2021 and the Second Amendment to Commercial Real Estate Sale Contract. Dated February 2, 2021 (collectively, "Sale Contract"); and

WHEREAS, the parties have reached an agreement further amending the Sale Contract and desire to set forth such amendment herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements set forth herein and in the Sale Contract, the parties agree as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the Sale Contract.
2. On or before the Closing, the Seller will cause the 54<sup>th</sup> Street North right of way ("ROW") in Sunflower Commerce Park 2nd Addition, Sedgwick County to be vacated. The land comprising the ROW, consisting of 3.01 gross acres and 2.43 Net Acres, is hereby added to the definition of the Property to be purchased by Buyer at Closing.
3. The parties acknowledge and agree that for purposes of calculating the Purchase Price, the aggregate "Net Acres" of the Property (inclusive of the ROW) is 64.67 Net Acres<sup>1</sup> as reflected on the Survey. Accordingly, the Purchase Price for purposes of Closing shall be Four Hundred Eighty-Five Thousand Twenty-Five Dollars (\$485,025.00) based upon a purchase price of \$7,500.00 per Net Acre.
3. The Closing shall take place on March 18, 2022.
4. Except as amended hereby, the remaining terms and conditions of the Sale Contract are hereby ratified as if restate herein.
5. This Amendment and the Sale Contract, as previously amended, contain the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior dealings between the parties with respect to such matters.

***[SIGNATURE PAGE FOLLOWS]***

---

<sup>1</sup> Includes the Net Acres in the ROW.

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment on the day and year first above written.

City of Bel Aire Public Building Commission

OMIA, LLC

By: \_\_\_\_\_  
Jim Benage, President  
("Seller")

By: \_\_\_\_\_  
Gary L. Oborny, Manager  
("Buyer")