

[Company Letterhead]

July 31, 2026

City of Bel Aire, Kansas
7651 E Central Park Ave.
Bel Aire, Kansas 67226

Security Bank of Kansas City
Corporate Trust
701 Minnesota Avenue, Suite 206
P.O. Box 171297
Kansas City, Kansas 66117

Re: City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds, Series 2017
(Epic Real Estate Development II, L.L.C.) (the "Bonds")

Ladies and Gentlemen:

The Bonds are subject to redemption upon our instructions to you.

Epic Real Estate Development II, L.L.C. instructs you to call for redemption all outstanding Bonds on August 6, 2026 or as soon thereafter as may be accomplished, and to give notice of redemption pursuant to the Bond Agreement authorizing and securing the Bonds.

We further advise that Epic Real Estate Development II, L.L.C. elects to exercise its option to purchase the Project as described in Section 17.1 of the Lease dated as of December 15, 2017 between the City of Bel Aire, Kansas, as Issuer, and Epic Real Estate Development II, L.L.C., as Tenant, as authorized by Ordinance of the Issuer. Closing is proposed to be on August 6, 2026 or as soon thereafter as may be accomplished.

Very truly yours,

EPIC REAL ESTATE DEVELOPMENT II, L.L.C.

By: _____
Name: Gary Proctor
Title: President

August 3, 2026

Security Bank of Kansas City
Corporate Trust
701 Minnesota Avenue, Suite 206
P.O. Box 171297
Kansas City, Kansas 66117

Re: City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds, Series 2017
(Epic Real Estate Development II, L.L.C.) (the "Bonds")

Ladies and Gentlemen:

The City of Bel Aire, Kansas has been requested by Epic Real Estate Development II, L.L.C. to call for redemption prior to maturity all outstanding Bonds for redemption on August 6, 2026, or as soon thereafter as may be accomplished, as provided in the Bond Agreement dated as of December 15, 2017, authorizing and securing the Bonds.

Pursuant to the provisions of the Bond Agreement, you are directed to proceed with the giving of notice of redemption of all of the Bonds for redemption on August 6, 2026 or as soon thereafter as may be accomplished.

THE CITY OF BEL AIRE, KANSAS

By: _____
Melissa Krehbiel, Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON AUGUST 3, 2026**

The governing body met in regular session at the usual meeting place in the City on August 3, 2026, at 7:00 p.m., the following members being present and participating, to wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE,
KANSAS AUTHORIZING THE SALE AND CONVEYANCE OF CERTAIN
PROPERTY RELATED TO EPIC REAL ESTATE DEVELOPMENT II, L.L.C.**

Thereupon, Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body, the vote being as follows:

Aye: _____.

Nay: _____.

Thereupon, the Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-2026-__ and was signed by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting hereupon adjourned.

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

City Clerk

RESOLUTION NO. R-26-__

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE,
KANSAS AUTHORIZING THE SALE AND CONVEYANCE OF CERTAIN
PROPERTY RELATED TO EPIC REAL ESTATE DEVELOPMENT II, L.L.C.**

WHEREAS, pursuant to Ordinance No. 626 and the Bond Agreement dated as of December 15, 2017, the City of Bel Aire, Kansas (the "Issuer") has previously issued its Taxable Industrial Revenue Bonds, Series 2017 (Epic Real Estate Development II, L.L.C.) in the original principal amount of Not to Exceed \$10,000,000 (the "Bonds") to finance the cost of acquisition, construction and equipping of a certain commercial office, warehouse and distribution facility (the "Project"), such Project having been leased to Epic Real Estate Development II, L.L.C., a Kansas limited liability company (the "Tenant") pursuant to a Lease dated as of December 15, 2017, between the City and the Tenant (the "Lease"); and

WHEREAS, in conjunction with the issuance of the Bonds, the Issuer, Tenant and Bondowner have also entered into a Bond Agreement, Notice of Lease, Collateral Assignment of Lease and Assignment of Lease and Security Agreement, all executed simultaneously with the Lease and all as further described on *Schedule I* attached hereto (collectively, the "Bond Documents"); and

WHEREAS, an Amendment No. 1 to the Bond Documents, effective as of August 7, 2018, between the Issuer, Tenant and the Bank released and transferred ownership of all equipment and personal property purchased with the proceeds of the Bonds; and

WHEREAS, the Tenant desires to provide for the immediate payment of all outstanding Bonds, the redemption premium and interest thereon accruing to the redemption date of August 6, 2026 or as soon thereafter as may be accomplished (the "Redemption Date"), by depositing a sum sufficient for such purpose or delivering the Bonds for cancellation with Security Bank of Kansas City, as fiscal agent and paying agent (the "Fiscal Agent") for the Bonds; and

WHEREAS, the Issuer and the Tenant have provided the Fiscal Agent written notice to redeem all outstanding Bonds on the Redemption Date; and

WHEREAS, sufficient funds will be deposited with the Fiscal Agent, or the Bonds will be surrendered, to accomplish the redemption of the Bonds on the Redemption Date; and

WHEREAS, the Tenant desires to exercise its option to purchase the Project under the Lease and is not in default under the Lease; and

WHEREAS, the Tenant has provided the Issuer written notice of its intent to exercise its option to purchase the Project on the Redemption Date.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. The Mayor and City Clerk are authorized and directed to execute and deliver a special warranty deed, a bill of sale and a release of lease, in substantially the forms submitted to the Governing Body concurrently with the adoption of this Resolution. The Clerk is directed to deliver the executed

special warranty deed, a bill of sale and a release of lease to the Tenant upon redemption of the outstanding Bonds on the Redemption Date.

Section 2. The Mayor and City Clerk are further authorized and directed to sign such other instruments and certificates as shall be necessary and desirable in connection with this Resolution, and are further authorized to take such further actions as may be necessary to accomplish the purposes of this Resolution.

ADOPTED by the governing body of the City of Bel Aire, Kansas on August 3, 2026.

CITY OF BEL AIRE, KANSAS

Mayor

[SEAL]

ATTEST:

City Clerk

THIS CONVEYANCE IS FOR THE PURPOSE OF RELEASING SECURITY FOR A DEBT OR OTHER OBLIGATION AND IS EXEMPT FROM THE REQUIREMENTS OF A SALES VALIDATION QUESTIONNAIRE PURSUANT TO K.S.A. 79-1437e(2).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made August __, 2026 between the City of Bel Aire, Kansas, a municipal corporation, as Grantor, and Epic Real Estate Development II, L.L.C., a Kansas limited liability company, as Grantee;

WITNESSETH, that the Grantor, in furtherance of the terms of a certain Lease dated as of December 15, 2017 between Grantor and Grantee, and as authorized by a Resolution duly adopted by the governing body of the Grantor, and by these presents conveys to Grantee, its successors and assigns, all the following described real estate in Sedgwick County, Kansas:

Lot 1, Block A, Sunflower Commerce Park 2nd, an Addition to Bel Aire, Sedgwick County, Kansas

said real property constituting the “Land” as referred to in the Lease, subject to Permitted Encumbrances:

- (1) Mortgage, dated August 23, 2016, executed by Epic Real Estate Development II, L.L.C., as mortgagor, to Intrust Bank, N.A., as mortgagee, recorded in the office of the Sedgwick County, Kansas Register of Deeds on August 25, 2016, as Doc#/Flm-Pg: 29632579.
- (2) Mortgage, dated October 25, 2017, executed by Epic Real Estate Development II, L.L.C., as mortgagor, to Intrust Bank, N.A., as mortgagee, recorded in the office of the Sedgwick County, Kansas Register of Deeds on October 30, 2017, as Doc#/Flm Pg: 29727879, as modified by Mortgage Modification Agreement, dated November 6, 2017, executed by Epic Real Estate Development II, L.L.C., as mortgagor, to Intrust Bank, N.A., as mortgagee, recorded in the office of the Sedgwick County, Kansas Register of Deeds on November 8, 2017, as Doc#/Flm-Pg: 29730255.
- (3) Financing Statement with Epic Real Estate Development II, L.L.C. as debtor, and Intrust Bank, N.A., as secured party, recorded in the office of the Sedgwick County, Kansas Register of Deeds on September 13, 2016, as Doc#/Flm-Pg: 29636851.
- (4) Assignment of Rents executed by Epic Real Estate Development II, L.L.C. to Intrust Bank, N.A., filed in the office of the Sedgwick County, Kansas Register of Deeds on October 13, 2016, as Doc#/Flm-Pg: 29644512.
- (5) All easements, rights-of-way and other encumbrances of record.

for the sum of \$100.00 and other valuable consideration;

TO HAVE AND TO HOLD, the premises described, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, to Grantee and to its successors and assigns forever; and Grantor covenants that the premises are free and clear of all encumbrances whatsoever, except (a) those to which the title was subject on the date of conveyance to Grantor, or to which title became subject with Grantee's written consent, or which resulted from any failure of Grantee to perform any of its covenants or obligations under the Lease from Grantor referred to above, (b) taxes and assessments, general and special, if any, and (c) the rights, titles and interests of any party having condemned or attempting to condemn title to, or the use for a limited period of, all or any part of the premises conveyed; and that it will warrant and defend the title to the premises to Grantee and Grantee's successors and assigns forever against the lawful claims and demands of anyone claiming by, through or under it.

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IN WITNESS WHEREOF, Grantor has executed this deed and affixed its corporate seal on the day and year first above written.

[SEAL]

CITY OF BEL AIRE, KANSAS
a municipal corporation

ATTEST:

Jim Benage, Mayor

Melissa Krehbiel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of August, 2026 by Jim Benage, Mayor, and Melissa Krehbiel, City Clerk, of the City of Bel Aire, Kansas, on behalf of the City.

[SEAL]

Notary Public

My appointment expires: _____

RELEASE OF LEASE

WHEREAS, the City of Bel Aire, Kansas (the “Issuer”) has entered into a Lease dated as of December 15, 2017 (the “Lease”) between the Issuer and Epic Real Estate Development II, L.L.C., a Kansas corporation (the “Tenant”), notice of which is recorded in Doc.#/Flm-Pg: 29744247 in the office of the Sedgwick County, Kansas Register of Deeds; and

WHEREAS, the Issuer assigned its interest in the Lease to Security Bank of Kansas City, Kansas City, Kansas, acting as Fiscal Agent for the Issuer and others for the purpose of enforcement of the Tenant's covenants under the Lease, notice of which is recorded in Doc.#/Flm-Pg: 29744248 in the office of the Sedgwick County, Kansas Register of Deeds; and

WHEREAS, the Issuer, Tenant and Bondowner have also entered into a Bond Agreement, Notice of Lease, Collateral Assignment of Lease and Assignment of Lease and Security Agreement, all executed simultaneously with the Lease and all as further described on *Schedule I* attached hereto (collectively, the "Bond Documents"); and

WHEREAS, an Amendment No. 1 to the Bond Documents, effective as of August 7, 2018, between the Issuer, Tenant and the Bank released and transferred ownership of all equipment and personal property purchased with the proceeds of the Bonds; and

WHEREAS, the Tenant has exercised its option to purchase the facility described in the Lease (the “Project”) from the Issuer, and the Issuer has waived the notice requirement in the Lease, and acknowledged that all requirements of said Lease have been satisfied; and

WHEREAS, all of the Tenant's obligations to the Issuer under the Lease have been satisfied;

THEREFORE, the property described in the attached *Schedule I* is released from any claim of the Issuer and the Fiscal Agent under the Lease as of August __, 2026.

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CITY OF BEL AIRE, KANSAS

[SEAL]

ATTEST:

Jim Benage, Mayor

Melissa Krehbiel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF BEL AIRE)

The foregoing instrument was acknowledged before me this ____ day of August, 2026 by Jim Benage, Mayor, and Melissa Krehbiel, City Clerk, of the City of Bel Aire, Kansas, on behalf of the City.

[SEAL]

Notary Public

My appointment expires: _____

**SECURITY BANK OF KANSAS CITY
Kansas City, Kansas**

Vice President & Trust Officer

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF BEL AIRE)

This instrument was acknowledged before me this ____ day of August, 2026 by _____, Vice President & Trust Officer of Security Bank of Kansas City, Kansas City, Kansas, a Kansas banking association or corporation.

[SEAL]

Notary Public

My appointment expires: _____

SCHEDULE I

PROPERTY SUBJECT TO LEASE

Section 1. (a) The following described real estate located in Sedgwick County, Kansas, to wit:

Lot 1, Block A, Sunflower Commerce Park 2nd, an Addition to Bel Aire, Sedgwick County, Kansas

said real property constituting the "Land" as referred to in the Lease, subject to Permitted Encumbrances:

- (1) Mortgage, dated August 23, 2016, executed by Epic Real Estate Development II, L.L.C., as mortgagor, to Intrust Bank, N.A., as mortgagee, recorded in the office of the Sedgwick County, Kansas Register of Deeds on August 25, 2016, as Doc#/Flm-Pg: 29632579.
- (2) Mortgage, dated October 25, 2017, executed by Epic Real Estate Development II, L.L.C., as mortgagor, to Intrust Bank, N.A., as mortgagee, recorded in the office of the Sedgwick County, Kansas Register of Deeds on October 30, 2017, as Doc#/Flm Pg: 29727879, as modified by Mortgage Modification Agreement, dated November 6, 2017, executed by Epic Real Estate Development II, L.L.C., as mortgagor, to Intrust Bank, N.A., as mortgagee, recorded in the office of the Sedgwick County, Kansas Register of Deeds on November 8, 2017, as Doc#/Flm-Pg: 29730255.
- (3) Financing Statement with Epic Real Estate Development II, L.L.C. as debtor, and Intrust Bank, N.A., as secured party, recorded in the office of the Sedgwick County, Kansas Register of Deeds on September 13, 2016, as Doc#/Flm-Pg: 29636851.
- (4) Assignment of Rents executed by Epic Real Estate Development II, L.L.C. to Intrust Bank, N.A., filed in the office of the Sedgwick County, Kansas Register of Deeds on October 13, 2016, as Doc#/Flm-Pg: 29644512.
- (5) All easements, rights-of-way and other encumbrances of record.

Section 2. All property constituting the Project Additions as described in the Supplemental Lease dated December 15, 2017 between the City of Bel Aire, Kansas and Epic Real Estate Development II, L.L.C.

The Bond Documents amended by Amendment No. 1 are further described as follows:

- (1) Notice of Lease between the Issuer and Tenant, recorded in the Office of the Register of Deeds of Sedgwick County, Kansas at Doc#/Flm-Pg: 29744247.
- (2) Assignment of Lease and Security Agreement by the Issuer, as assignor, to the Bondowner, as assignee, recorded in the Office of the Register of Deeds of Sedgwick County, Kansas at Doc#/Flm-Pg: 29744248.
- (3) Collateral Assignment of Lease by the Tenant, as assignor, to the Bondowner, as assignee, recorded in the Office of the Register of Deeds of Sedgwick County, Kansas at Doc#/Flm-Pg: 29744249.

Section 3. The real estate described in Section 1 shall constitute a portion of the "Land" and all the property (Land, buildings, machinery and equipment) described in Sections 1 and 2 of this Schedule I together with all replacements or substitutions therefor shall now be considered to constitute a part of the "Project," as referred to in said Lease.

BANK’S RECEIPT AND CERTIFICATION

Re: City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds, Series 2017
(Epic Real Estate Development II, L.L.C.) (the “Bonds”)

The undersigned, on behalf of Security Bank of Kansas City, Kansas City, Kansas, as Fiscal Agent with respect to the referenced Bonds, certifies that as of the date hereof, no Bonds remain outstanding under Ordinance No. 626 and the Bond Agreement dated as of December 15, 2017 (the “Bond Agreement”) authorizing and securing the Bonds, and all fees and expenses of the Fiscal Agent in connection with such Bonds have been paid in full.

Dated: August __, 2026

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas

By: _____
Name: _____
Title: _____

**NOTICE OF CALL FOR REDEMPTION
TO THE REGISTERED OWNERS OF
CITY OF BEL AIRE, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2017
(EPIC REAL ESTATE DEVELOPMENT II, L.L.C.)**

Notice is given that pursuant to the provisions of a Bond Agreement dated as of December 15, 2017 (the "Bond Agreement") between the City of Bel Aire, Kansas (the "Issuer") and Security Bank of Kansas City, Kansas City, Kansas (the "Fiscal Agent") that all of the above-mentioned Bonds (the "Called Bonds"), have been called for redemption and payment on August 6, 2026 or as soon thereafter as may be accomplished (the "Redemption Date"), at the principal corporate trust office of the Fiscal Agent in Kansas City, Kansas.

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal the principal amount of each Called Bond together with interest accrued to the Redemption Date upon the presentation and surrender of each such Called Bond. Interest shall cease to accrue on the Called Bonds from and after the Redemption Date, provided such funds for redemption are on deposit with the Fiscal Agent.

Under the provisions of the Interest and Dividend Tax Compliance Act of 1983, paying agents making payments of interest or principal on corporate securities or making payments of principal on municipal securities may be obligated to withhold a 31 percent tax from remittances to individuals who have failed to furnish the paying agent with a valid taxpayer identification number. Owners of the Called Bonds who wish to avoid the imposition of the tax should submit certified taxpayer identification numbers when presenting the bonds for payment.

Security Bank of Kansas City

By: _____
Title:

BONDHOLDER CONSENT TO REDEMPTION

Re: City of Bel Aire, Kansas
 Taxable Industrial Revenue Bonds, Series 2017
 (Epic Real Estate Development II, L.L.C.) (the “Bonds”)

The undersigned, being a duly authorized representative of Epic Real Estate Development II, L.L.C., the sole owner of 100% of the outstanding principal amount of the referenced Bonds, consents to the redemption and payment of all outstanding Bonds on or about August 6, 2026 or as soon thereafter as may be accomplished, at the redemption price set forth in the Bond Agreement dated as of December 15, 2017 (the “Bond Agreement”) authorizing and securing the Bonds, and waives any notice of such redemption as may be required by the Bond Agreement.

Dated: _____, 2026

By: _____
Name:
Title:

BONDHOLDER'S RECEIPT

Re: City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds, Series 2017
(Epic Real Estate Development II, L.L.C.) (the "Bonds")

The undersigned, being a duly authorized representative of Epic Real Estate Development II, L.L.C., the sole owner of 100% the outstanding principal amount of the referenced Bonds, acknowledges payment of all outstanding principal and interest due on the Bonds on August 6, 2026 (the "Redemption Date"), as well as actual payment of all interest and premium due on the Bonds prior to the Redemption Date, and acknowledges full receipt of all payments due with respect to the Bonds and full satisfaction of all obligations of the City of Bel Aire, Kansas, as issuer of the Bonds, with respect thereto, as well as the obligations of any guarantors of principal and interest on the Bonds with respect thereto.

The undersigned surrenders the Bond certificate and requests that such certificate be cancelled upon the books and records of Security Bank of Kansas City, as Fiscal Agent.

Dated: _____, 2026

By: _____
Name:
Title: