

[Tenant's Letterhead]

April ____, 2024

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

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101

Re: City of Bel Aire, Kansas
Industrial Revenue Bonds, Series A, 2013 and Series B, 2013
(Concierge Surgical Recovery Center Project)

Ladies and Gentlemen:

This is to advise that North Webb, LLC elects to exercise the option to purchase the Project as described in Section 17.1 of the Lease between the City of Bel Aire, Kansas, as Issuer, and North Webb, LLC, a Kansas limited liability company, as Tenant, as authorized by Ordinance No. 519 of the Issuer. Closing is proposed to be on May 15, 2024.

Very truly yours,

NORTH WEBB, LLC

By: _____
Name:
Title:

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 7, 2024**

The governing body met in regular session at the usual meeting place in the city on May 7, 2024, 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 TO NORTH WEBB, LLC**

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. _____ and was signed by the Mayor and attested by the 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]

Clerk

RESOLUTION NO. ____

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF
BEL AIRE, KANSAS AUTHORIZING THE SALE AND
CONVEYANCE OF CERTAIN PROPERTY TO NORTH WEBB,
LLC**

WHEREAS, pursuant to Ordinance No. 519 and the Ordinance dated as of January 8, 2013, the City of Bel Aire, Kansas (the "Issuer") has previously issued its Industrial Revenue Bonds, Series A, 2013 and Series B, 2013 (Concierge Surgical Recovery Center Project) in the original aggregate principal amount of \$4,745,000 (the "Bonds") to finance the cost of acquiring, constructing and equipping a certain facility to be used for commercial purposes (the "Project"), such Project having been leased to North Webb, LLC, a Kansas limited liability company, as successor to Concierge Surgical Recovery Center, LLC (the "Tenant"), pursuant to a Lease dated as of May 6, 2013 between the City and the Tenant (the "Lease"); and

WHEREAS, the Tenant desires to exercise its option to purchase the Project under Section 17.1 of the Lease and is not in default under the Lease; and

WHEREAS, the Tenant has made all the payments of Basic Rent and Additional Rent pursuant to the Lease and all principal and interest on the Bonds has been paid or payment has been provided for; and

WHEREAS, Security Bank of Kansas City, Kansas City, Kansas, as trustee for the Bonds, has certified that no Bonds remain outstanding; and

WHEREAS, the Tenant has provided the City written notice of its intent to exercise its option to purchase the Project;

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

Section 1. The Mayor and Clerk are authorized and directed to execute 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.

Section 2. The Mayor and 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.

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ADOPTED by the governing body of the City of Bel Aire, Kansas on May 7, 2024.

CITY OF BEL AIRE, KANSAS

Mayor

[SEAL]

Attest:

By: _____
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 May 15, 2024 between the City of Bel Aire, Kansas, a municipal corporation, as Grantor, and North Webb, LLC, a Kansas limited liability company, as Grantee;

WITNESSETH, that the Grantor, in furtherance of the terms of a certain Lease dated as of May 6, 2013 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:

That part of Lot 2, Block 1, Tierra Verde South Addition, a Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas described as:

Commencing at the Northerly most N.E. Corner of said Lot 2; thence S31°57'48"E along the Northeasterly line of said Lot 2; 458.66 feet to the Point of Beginning; thence S31°57'48"E, along said Northeasterly line, 56.29 feet to the P.C. of a Curve to the left, having a Radius of 365 feet; thence Southeasterly, along said Curve and said Northeasterly line, through a Central Angle of 21°12'45", 135.13 feet to the Southeasterly most Corner of said Lot 2; thence S36°49'27"W, along the Southerly line of said Lot 2, 10.06 feet to the P.C. of a Curve to the right, having a Radius of 100 feet and a Central Angle of 21°12'45"; thence Southwesterly, along said Curve, 37.02 feet to the P.T. of said Curve; thence S58°02'12"W, along said Southerly line, 411.58 feet; thence N31°57'48"W, 198.77 feet; thence N58°02'12"E, 432.41 feet to the Point of Beginning

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.

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

[SEAL]

ATTEST:

CITY OF BEL AIRE, KANSAS
a municipal corporation

Melissa Krehbiel, Clerk

Jim Benage, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of May, 2024 by Jim Benage, Mayor, and Melissa Krehbiel, Clerk, respectively, of the City of Bel Aire, Kansas, on behalf of the city.

[SEAL]

Notary Public

My appointment expires:

BILL OF SALE

In furtherance of the terms of a certain Lease dated as of May 6, 2013 between the City of Bel Aire, Kansas, as Assignor, and North Webb, LLC, a Kansas limited liability company, as Assignee, and for valuable consideration, Assignor transfers, assigns and conveys to Assignee, all personal property purchased with the proceeds of the City of Bel Aire, Kansas, Industrial Revenue Bonds, Series A, 2013 and Series B, 2013 (Concierge Surgical Recovery Center Project).

[SEAL]

ATTEST:

CITY OF BEL AIRE, KANSAS

a municipal corporation

Melissa Krehbiel, Clerk

Jim Benage, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of May, 2024 by Jim Benage, Mayor, and Melissa Krehbiel, Clerk, respectively, 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 May 6, 2013 (the "Lease") between the Issuer and North Webb, LLC, a Kansas limited liability company (the "Tenant"), notice of which is recorded in Doc.#/FLM-PG: 29372152 in the office of the Sedgwick County Register of Deeds; and

WHEREAS, the Issuer assigned its interest in the Lease to Security Bank of Kansas City, Kansas City, Kansas, acting as trustee for the Issuer and others for purpose of enforcement of the Tenant's covenants under the Lease, notice of which is recorded in Doc.#/FLM-PG: 29372153 in the office of the Sedgwick County Register of Deeds; and

WHEREAS, the Tenant has exercised its option to purchase the facility described in the Lease (the "Project") from the Issuer; 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 trustee under the Lease as of May 15, 2024.

CITY OF BEL AIRE, KANSAS

By: _____
Jim Benage, Mayor

[SEAL]

ATTEST:

By : _____
Melissa Krehbiel, Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of May, 2024 by Jim Benage, Mayor, and Melissa Krehbiel, Clerk, respectively, of the City of Bel Aire, Kansas, on behalf of said city.

[SEAL]

By: _____
Notary Public

My appointment expires:_____

Security Bank of Kansas City
Kansas City, Kansas

By: _____
Name: Shawn T. Hoebener
Title: Vice President & Trust Officer

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this ____ day of May, 2024 by Shawn T. Hoebener as Vice President & Trust Officer of the Security Bank of Kansas City, Kansas City, Kansas, a state banking association or corporation.

[SEAL]

Notary Public

My appointment expires: _____
Date

SCHEDULE I

PROPERTY SUBJECT TO LEASE

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

That part of Lot 2, Block 1, Tierra Verde South Addition, a Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas described as:

Commencing at the Northerly most N.E. Corner of said Lot 2; thence S31°57'48"E along the Northeasterly line of said Lot 2; 458.66 feet to the Point of Beginning; thence S31°57'48"E, along said Northeasterly line, 56.29 feet to the P.C. of a Curve to the left, having a Radius of 365 feet; thence Southeasterly, along said Curve and said Northeasterly line, through a Central Angle of 21°12'45", 135.13 feet to the Southeasterly most Corner of said Lot 2; thence S36°49'27"W, along the Southerly line of said Lot 2, 10.06 feet to the P.C. of a Curve to the right, having a Radius of 100 feet and a Central Angle of 21°12'45"; thence Southwesterly, along said Curve, 37.02 feet to the P.T. of said Curve; thence S58°02'12"W, along said Southerly line, 411.58 feet; thence N31°57'48"W, 198.77 feet; thence N58°02'12"E, 432.41 feet to the Point of Beginning

the real property constituting the "Land" as referred to in the Lease.

(b) All buildings, improvements, machinery and equipment now or hereafter constructed, located or installed on the Land pursuant to the Lease, constituting the "Improvements" as referred to in the Lease, together with any substitutions or replacements therefor any "Project Additions" as referred to in the Lease, the property described in paragraphs (a) and (b) of this *Schedule I* together constituting the "Project" as referred to in the Lease.

TRUSTEE'S CERTIFICATION

Re: City of Bel Aire, Kansas
Industrial Revenue Bonds, Series A, 2013 and Series B, 2013
(Concierge Surgical Recovery Center Project) (the "Bonds")

The undersigned, on behalf of Security Bank of Kansas City, Kansas City, Kansas, as trustee with respect to the referenced Bonds, certifies that as of the date hereof, no Bonds remain outstanding under the Ordinance dated May 6, 2013 authorizing and securing the Bonds, and all fees and expenses of the trustee in connection with such Bonds have been paid in full.

Dated: May ___, 2024

Security Bank of Kansas City
Kansas City, Kansas

By: _____
Name: Shawn T. Hoebener
Title: Vice President & Trust Officer