ACKNOWLEDGEMENT AND MODIFICATION AGREEMENT

THIS ACKNOWLEDGEMENT AND MODIFICATION AGREEMENT (this "Agreement"), is made and entered into September ___, 2023 to be effective as of August 31, 2023 (the "Effective Date"), by and among **UNIFIED SCHOOL DISTRICT #261 OF SEDGWICK COUNTY, KANSAS** ("USD"), **HAYSVILLE FAMILY MEDCENTER BUILDING CO., L.L.C.**, a Kansas limited liability company ("MedCenter"), and **TRADITIONAL HOLDING COMPANY, LLC**, a Kansas limited liability company ("Traditional Holding").

WHEREAS, pursuant to that certain Option Agreement by and between USD and R.A.M. Properties, LLC, a Kansas limited liability company ("RAM"), executed March 15, 2006, recorded in the Sedgwick County Register of Deeds on March 20, 2006 at Doc#/Flm-Pg: 28765052 (the "Option Agreement"), USD gave an option to owners of the "RAM Tract" (described on Exhibit A attached hereto) to purchase certain access easement rights over and upon the USD property (the "USD Tract"), which USD Tract is described on Exhibit B;

WHEREAS, affixed as an exhibit to the Option Agreement was a Form of Access Easement that parties intended to execute and record if or when the option was exercised but instead the parties executed and notarized the Form of Access Easement as an exhibit to the Option Agreement, a copy of the executed Form of Access Easement is attached hereto as Exhibit C;

WHEREAS, in 2010, RAM Tract was subject to a lot split which was recorded with the Sedgwick County Register of Deeds at Doc#/FLM-PG: 29141413 which essentially created two separate tracts of land one of which is described on Exhibit D and is currently owned by Traditional Holding (the "Traditional Holding Tract") and the other of which is described on Exhibit E which is currently owned by MedCenter (the "MedCenter Tract");

WHEREAS, MedCenter developed the MedCenter Tract and, in connection therewith, created an ingress/egress access point to the MedCenter Tract utilizing the easement as created by the executed Form of Access Easement which is attached hereto as Exhibit C;

WHEREAS, because the Form of Access Easement was executed, but never separately recorded, some confusion exists as to whether the option as reflected in the Option Agreement was exercised;

WHEREAS, in order to address such confusion and to establish the rights of the parties hereto, the parties hereby wish to (i) acknowledge that the option as reflected in the Option Agreement was properly exercised; (ii) acknowledge that the Form of Access Easement (except as modified herein) reflects the right of the parties as and to the use of the access easement as reflected in the Form of Access Easement and (iii) to modify the Form of Access Easement to reflect that the Traditional Holding Tract is released from any duties and obligation under the Form of Access Easement and that Traditional Holding for itself and its successors and assigns hereby releases all of its rights set forth in the Form of Access Easement and the use of the access easement referenced therein.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained in this Agreement, the parties hereto mutually agree as follows:

1. **Capitalized Terms; Incorporation of Recitals.** Capitalized terms used in this Agreement shall have the meanings set forth in the Option Agreement and the Form of Access Easement unless such meanings are expressly modified, limited, or expanded herein. The recitals set forth above are incorporated into this Agreement as if fully set forth herein.

2. **Waiver of Fee and Grant of Access.** USD acknowledges that it previously agreed to waive that certain purchase price associated with the easement as referenced in Section 1 of the Form of Access Easement.

3. **Modification of Traditional Holding Tract.** The Form of Access Easement is modified as follows:

(i) The Traditional Holding Tract is released from any past, present and future rights, duties, and obligations set forth in the Form of Access Easement;

(ii) Traditional Holding and all future owners of the Traditional Holding Tract release any and all past, present, and future rights set forth in the Form of Access Easement including the right to use the access easement identified therein;

(iii) The term "RAM Tract" as set forth therein shall be redefined to reference only the MedCenter Tract and "R.A.M. Properties, LLC" shall now refer to the owner of the MedCenter Tract.

4. **Ratification/Estoppel.** Except as modified and expressly amended by this Agreement, the Form of Access Easement is in all aspects ratified and confirmed, and all terms, provisions, and conditions remain valid and in full force. USD and MedCenter herein acknowledge and agree for themselves and for future owners of the USD Tract and the MedCenter Tract that, as of the date hereto, each of them to their respective knowledge, (i) is in compliance with all duties, rights, and obligations set forth in the Form of Access Easement; and (ii) no fact or circumstance exists which, with the passage of time or giving of notice, would constitute a default by either party of its obligation under or pursuant to the Form of Access Easement.

5. **Binding Effect**. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, all of which together will constitute a single agreement. Further, this Agreement may be executed by the parties by facsimile signature or by electronic mail signature, such that execution of this Agreement by facsimile signature or by electronic mail signature shall be deemed effective for all purposes as though this Agreement was executed as a "blue ink" original.

7. **Remaining Provisions**. In the event there is any conflict between the terms of this Agreement, the Option Agreement or the Form of Access Easement, the provisions contained herein shall control.

Signatures to follow.

IN WITNESS WHEREOF, the parties hereto have executed this Acknowledgement and Modification Agreement, to be effective as of the Effective Date.

USD:

UNIFIED SCHOOL DISTRICT #261 OF SEDGWICK COUNTY, KANSAS

By:_____
Name:_____
Title:_____

MEDCENTER:

HAYSVILLE FAMILY MEDCENTER BUILDING CO., L.L.C.,
a Kansas limited liability company

By:_____
Name:_____
Title: _____

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, That on this ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came _____ as Board President of the Unified School District #261 of Sedgwick County, Kansas, personally known to me, and has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

_____
Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, That on this ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came _____ as _____ of Haysville Family MedCenter Building Co., L.L.C., a Kansas limited liability company, personally known to me, and has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

_____
Notary Public

My Commission Expires: _____

TRADITIONAL HOLDING:

TRADITIONAL HOLDING COMPANY, LLC,
a Kansas limited liability company

By:_____
Name:_____
Title:_____

STATE OF KANSAS)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, That on this ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came _____ as _____ of Traditional Holding Company, LLC, a Kansas limited liability company, personally known to me, and has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A

RAM Tract Legal Description

The East 450 feet of the South Half of the Southeast Quarter of Section 36, Township 28 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the North 550.28 feet thereof.

EXHIBIT B

USD Tract Legal Description

The South 190.28 feet of the North 550.28 feet of the East 450 feet of the South Half of the Southeast Quarter of Section 36, Township 28 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas.

EXHIBIT C

Form of Access Easement

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made by and between Unified School District #261 ("USD") and R.A.M. Properties, LLC ("RAM"), as of the ___ day of _____, 20__ ("Effective Date").

WHEREAS, USD is the owner of that certain real property described on Exhibit A attached hereto ("USD Tract") (any owner from time to time of a fee interest in the USD Tract, and any owner from time to time of a fee interest in the RAM Tract (defined below), is hereinafter sometimes referred to individually as a "Party" and collectively such owners are sometimes referred to as the "Parties"); and

WHEREAS, RAM is the owner of that certain real property described on Exhibit B attached hereto ("RAM Tract"); and

WHEREAS, USD desires to establish an easement for access, ingress and egress over the USD Tract for the owner of the RAM Tract to install up to two (2) access drives at locations approved by the owner(s) of the USD Tract, a maximum of 60 feet wide each, upon the USD Tract over the most direct route from the North boundary of the RAM Tract to the South boundary of any access drive to Meridian Avenue that may be established upon the USD Tract ("Meridian Access Drive"), including necessary curb cuts to link to the Meridian Access Drive (collectively the "Access Easement Tract"), and to further establish the terms and obligations relating to the installation, use and maintenance of the Access Easement Tract.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase Price. The "Purchase Price" shall be the greater of (a) $5,000 per access drive to be installed in the Access Easement Tract, or (b) $1.32 per sq. ft. for the total surface area of the Access Easement Tract, increased (but not decreased) for inflation by that percentage increase that is the increase in the Consumer Price Index for All Urban Consumers (1982-84=100) established by the Bureau of Labor Statistics of the United States Department of Labor (or, if issuance of such Consumer Price Index is discontinued, as measured by any comparable, recognized cost-of-living index), from the Effective Date of the Option Agreement executed between USD and RAM giving RAM and its successors the right to purchase this Access Easement Agreement, to the Effective Date of this Access Easement Agreement.

2. Grant of Access Easement. In consideration of payment of the Purchase Price by the owner of the RAM Tract to USD, USD hereby grants and conveys to the owner(s) of the RAM Tract, its successors and assigns, invitees, and tenants, a non-exclusive, perpetual, access easement to run with the land in favor of the RAM Tract for the benefit of the owner(s) of the RAM Tract, its successors and assigns, invitees, and tenants for vehicular access, ingress and egress over and across the Access Easement Tract, and over and across that portion of the Meridian Access Drive extending from the Western-most point of the Access Easement Tract, East until Meridian Avenue ("Access

Easement"). The grant of this Access Easement does not impose any obligation upon the owner(s) of the USD Tract to install the Meridian Access Drive.

3. Installation of Access Easement Tract.

3.1. Access Easement Tract Installation and Paving. The owner(s) of the RAM Tract shall have the right, but not the obligation, at any time, to excavate, grade, asphalt pave, curb and gutter the Access Easement Tract, pursuant to plans that are approved by the City of Haysville and the owner(s) of the USD Tract (which approval shall not be unreasonably withheld). The owner(s) of the RAM Tract shall ensure that the installation of the Access Easement Tract is performed in compliance with all applicable laws, ordinances, rules and regulations of the state and municipal authorities, and that such installation does not damage or compromise the Meridian Access Drive.

3.2. Installation Cost. The owner(s) of the RAM Tract shall be responsible for one hundred percent (100%) of the actual costs incurred for such installation work and shall ensure the timely payment of such costs associated therewith. The owner(s) of the RAM Tract shall ensure that no mechanic's liens are filed against the USD Tract related to such work, and any such mechanic's liens shall be either paid off or sufficient bond posted within 15 days of the filing of any such lien.

3.3. Stop Signs. The owner(s) of the USD Tract may require the owner(s) of the RAM Tract to install and maintain stop signs where the Access Easement Tract joins up with the Meridian Access Drive.

4. Maintenance.

4.1. Maintenance of Access Easement Tract. The owner(s) of the RAM Tract shall be responsible for the maintenance, repair and replacement of the Access Easement Tract. All costs and expenses related thereto shall be born by the owner(s) of the RAM Tract. Such maintenance, repair and replacement shall include: keeping and maintaining all surfaces in good, safe, clean and sightly condition, including, without limitation, repair of potholes or pavement cracks, and resurfacing or repaving paved areas; and snow, ice, water and debris removal.

4.2. Maintenance of Meridian Access Drive. The owner(s) of the USD Tract shall be responsible for the maintenance, repair and replacement of that portion of the Meridian Access Drive extending from the Western-most point of the Access Easement Tract, East until Meridian Avenue. All costs and expenses related to such maintenance occurring on such portion of the Meridian Access Drive shall be shared in the following percentages: 50% by the owner(s) of the RAM Tract and 50% by the owner(s) of the USD Tract. Such maintenance, repair and replacement shall include: keeping and maintaining all surfaces in good, safe, clean and sightly condition, including, without limitation, repair of potholes or pavement cracks, and resurfacing or repaving paved areas; and snow, ice, water and debris removal.

4.3 Reimbursement. Upon completion of any maintenance, repair or replacement to the Meridian Access Drive pursuant to Section 3.2 above, the owner(s) of the USD Tract shall provide to the owner(s) of the RAM Tract copies of the paid receipts for such work and an invoice for the amount due to the owner(s) of the USD Tract pursuant to Section 3.2 above. The owner(s) of the

RAM Tract shall pay the owner(s) of the USD Tract such amounts due within fifteen (15) days of receipt of said receipt copies and invoice.

4.4. Maintenance Required Due to Negligent or Intentional Act or Omission. Notwithstanding the foregoing, any maintenance, repair or replacement reasonably required to be performed on either the Access Easement Tract or the Meridian Access Drive due to the negligent or intentional act or omission of any Party (hereafter the "Responsible Party"), or the tenant, agent, employee or invitee of either the Responsible Party or the Responsible Party's tenant, shall be the sole responsibility of the Responsible Party. The Responsible Party shall cause such maintenance, repair or replacement to promptly occur, shall be responsible for the costs and expenses related thereto, and shall ensure that no mechanic's liens are filed related to such work.

4.5. Failure to Perform Maintenance. If any Party fails to promptly perform or cause to be performed all maintenance, repair and replacement as required herein to be performed hereunder by such failing Party, the other Party may provide the failing Party with written notice detailing the maintenance, repair or replacement required to be performed, and if the failing Party does not cause such maintenance, repair or replacement to be completed within thirty (30) days of receipt of such written notice, the Party delivering such written notice shall have the right to perform or cause to be performed such maintenance, repair or replacement and charge the costs thereof to the failing Party. The failing Party shall reimburse the performing Party such costs within ten (10) days of receipt of an invoice accompanied by reasonably detailed proof of completion of the work performed.

5. Miscellaneous Provisions.

5.1. Temporary Closing. Either the Access Easement Tract or the Meridian Access Tract may be temporarily closed by a Party performing any installation, maintenance, repair or replacement thereto pursuant to a right or obligation granted herein, provided that (a) said closure is limited to as short a term as is reasonably necessary to perform the required work thereon, and (b) the Party performing such work uses commercially reasonable efforts to coordinate such work and closure with the owner(s) of the affected property.

5.2. Enforcement. If any Party fails to timely perform its obligations hereunder, the non-defaulting Party may file a legal action against the defaulting Party, seeking legal and/or equitable remedies. The prevailing Party of such litigation shall be entitled to an award granted in said legal action of reimbursement from the losing Party of such prevailing Party's reasonable costs and expenses incurred with such legal action, including but not limited to court costs and reasonable attorney's fees.

5.3. Covenants Running With the Land. This Agreement, and all of the provisions contained herein and all of the rights and obligations hereunder, shall be and constitute covenants running with the fee simple estate of the RAM Tract and the USD Tract, and shall be binding upon all present and future owners thereof.

5.4. Agreement Nonassignable. The rights or obligations pursuant to this Agreement shall not be assigned but shall inure to the burden and benefit of the Parties, as specifically set forth herein, and any purported assignment of this Agreement shall be void and of no effect.

Notwithstanding the foregoing, nothing herein shall be construed as limiting any rights to freely transfer, convey and assign any portion of the RAM Tract or the USD Tract.

5.5. Notices. For purposes of this Agreement, notices, demands, consents, reports or other communications required or permitted hereunder shall be in writing and shall be effective at the earliest of (a) its actual delivery, (b) the first business day following its deposit with an overnight courier, charges prepaid, or (c) the third business day following its deposit in the United States certified or registered mail, return receipt requested, postage prepaid. Notices shall be addressed to the Party and address that is designated to receive real property tax notices and statements for the RAM Tract or the USD Tract as of the date the notice is given.

5.6. Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver of such Party of the rights thereof under this Agreement.

5.7. Severability. If any provision of this Agreement or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5.8. Amendment. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

5.9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

5.10. Mortgagees. The provisions of this Agreement shall apply to, inure to the benefit of and bind the Parties and the respective successors and representatives thereof, including, without limitation, any mortgagee acquiring an interest in any portion of the RAM Tract or the USD Tract, or any improvements thereon, by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; but any such mortgagee shall not incur or be required to assume any obligation under this Agreement unless and until such mortgagee has so acquired an interest in any portion of the RAM Tract or the USD Tract, or any improvements thereon.

5.11. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.

5.12. Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Unified School District #261

By: Glenn Crum
Printed Name: _____
Its: _____

R.A.M. Properties, LLC

By: _____
Printed Name: Ron A Meyer
Its: _____

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 15 day of MARCH, 2006, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came GLENN CRUM as PRESIDENT of Unified School District #261, personally known to me, and has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

LLOYD R. SACKET
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 8-19-09

_____
Notary Public

My Commission Expires: 8-19-09

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 15 day of MARCH, 2006, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came RON A. MEYER as MEMBER of R.A.M. Properties, LLC, personally known to me, and has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

LLOYD R. SACKET
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 8-19-09

_____
Notary Public

My Commission Expires: 8-19-09

Exhibit A to Form of Access Easement

USD Tract Legal Description

The South 190.28 feet of the North 550.28 feet of the East 450 feet of the South Half of the Southeast Quarter of Section 36, Township 28 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas.

Exhibit B to Form of Access Easement

RAM Tract Legal Description

The East 450 feet of the South Half of the Southeast Quarter of Section 36, Township 28 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the North 550.28 feet thereof.

EXHIBIT D

Traditional Holdings Tract Legal Description

Lot 1, Block 1, Timberlane Plaza Addition, an Addition to Haysville, Sedgwick County, Kansas, Except the North 205 feet.

EXHIBIT E

MedCenter Tract Legal Description

The North 205 feet of Lot 1, Block 1, Timberlane Plaza Addition, an Addition to Haysville, Sedgwick County, Kansas.