

**CERTIFICATE AND ACKNOWLEDGMENT
REGARDING LEASE AGREEMENT AND ESTOPPEL**

THIS CERTIFICATE AND ACKNOWLEDGMENT REGARDING LEASE AGREEMENT AND ESTOPPEL ("**Certificate**") is made and entered into effective as of August 5, 2014, by the City of Lawrence, Kansas (the "**City**" or "**Lessor**").

RECITALS:

1. The Lessor is the Owner in fee simple of certain real estate located in the City of Lawrence, County of Douglas, State of Kansas, more particularly described on Exhibit "A," attached hereto and made a part hereof for all purposes ("**Leased Premises**").

2. Lessor has heretofore leased the Leased Premises to RCP, LLC ("**Lessee**"), under the terms of that Lease Agreement executed by Lessor, Lessee, Bliss Sports, LC ("**Bliss**") and Kansas Athletics, Inc. ("**KAI**") dated effective October 1, 2013, which together with all amendments thereto is hereinafter referred to as the "**Lease**," as evidenced by that Memorandum of Lease dated October 13, 2013, and recorded as Book 1108 at Page 3477 in the Official Records of Douglas County, Kansas.

3. Bliss has applied to Sunflower Bank ("**Lender**") for a credit facility (the "**Loan**").

4. The Loan will be evidenced by an Amended and Restated Promissory Note (the "**Note**") in the Loan amount executed by Lessee payable to the order of Lender and secured, inter alia, by an Amended and Restated Mortgage, Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing ("**Mortgage**") on Bliss' rights in and to the Leased Premises pursuant to that certain Ground Lease executed by Lessee and Bliss dated effective February 12, 2013, which together with all amendments thereto is hereinafter referred to as the "**Ground Lease**," as evidenced by that Memorandum of Lease dated February 12, 2013, and recorded as Book 1099 at Page 2409-2412 in the Official Records of Douglas County, Kansas and certain other collateral all as defined in said Mortgage. The Mortgage encumbers the Leased Premises in the leasehold estate of Bliss created under the terms of the Ground Lease.

5. Lender, as a condition precedent to funding the Loan, requires that Lessor consent to the Mortgage and provide certain assurances as to the Lease as set forth in this Certificate.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Lessor, Lessee and Lender agree as follows:

1. REPRESENTATIONS AND WARRANTIES OF LESSOR. Lessor represents and warrants to Lender that:

(a) No Consent. After the date of this Certificate and until the Loan is paid in full, Lessor shall not consent to any assignment or encumbrance of Lessee's interest in the Leased Premises without the prior written consent of Lender.

(b) Term. The current term of the Lease expires on December 1, 2023.

(c) Conditions Precedent. All conditions precedent to the effectiveness of the Lease have been satisfied or waived.

(d) Permitted Lender. Lender shall be and is a "Permitted Lender" as set forth in the Lease.

2. **CONSENT TO MORTGAGE AND ENCUMBER CERTAIN RIGHTS**. Lessor hereby acknowledges and consents to the execution and recordation of the Mortgage described above, pursuant to which Bliss grants to the Lender a first lien on, inter alia, Bliss' right, title and interest in and to the Leased Premises. Lessor hereby acknowledges and agrees that the execution and recordation of the Mortgage will not be deemed to violate any of the terms of the Lease or cause a default thereunder.

3. **LEASE**. To the knowledge of the Lessor, the Lease is in full force and effect and has not been modified, except as disclosed in writing to Lender. To the knowledge of the Lessor, Lessee has no present right to cancel or terminate the Lease under the terms thereof or otherwise.

4. **NO DEFAULTS**. The Lessor has no knowledge that the Lessee is in default under the Lease, and has no knowledge of the existence of any event, which, with the giving of notice, the passage of time, or both, would constitute a default by Lessee under the Lease. To the knowledge of the Lessor as of this date Lessor and Lessee are each fully discharging their respective obligations under the Lease including without limitation the payment of rent by Lessee.

5. **RIGHT OF LENDER TO PERFORM OBLIGATIONS OF LESSEE**. At all times while the Lease is in effect, Lender shall have the right, but not the obligation, to perform on behalf of Lessee any and all of the obligations of Lessee under the Lease in accordance with the terms of the Lease, and Lessor shall accept any such performance by Lender on behalf of Lessee as performance by Lessee without any prejudice to the rights of Lessee under the Lease.

6. **LENDER'S RIGHT TO CURE PRIOR TO TERMINATION OF THE LEASE**. Lender shall have the right, but not the obligation, to cure any default by Lessee under the Lease upon the terms and conditions set forth therein, and if the default is cured by Lender within such period or periods as is permitted by the Lease, the Lease shall remain in full force and effect.

7. **MISCELLANEOUS**. The following provisions are an integral part of this Certificate:

(a) Lessor has full power, authority and legal right to execute and deliver, and to perform all of the provisions of, the Lease and this Certificate, and to carry out its obligations under the Lease and this Certificate.

(b) The execution, delivery and performance by Lessor of its obligations under the Lease and this Certificate have been duly authorized by all necessary action, and do not and will not require any further registration with, consent or approval of, notice to, or any action by, any person. The Lease and this Certificate constitute legal, valid and binding obligations of Lessor, enforceable against Lessor in accordance with their respective terms.

(c) The execution and delivery of the Lease and this Certificate and compliance with their respective terms will not result in a breach of any of the terms or conditions of, or constitute a default under, any lien, indenture, encumbrance, agreement, order, judgment or instrument under which

Lessor is a party or by which Lessor or Lessee or the Leased Premises may be bound or affect, and will not violate any provision of applicable law.

(d) To the actual knowledge of Lessor, there are no actions, suits or proceedings (whether or not purportedly on behalf of Lessor), pending, or to the knowledge of Lessor, threatened, against or affecting Lessor or the Leased Premises at law or in equity, before or by any person, which if adversely determined, would affect the Leased Premises, the Lease, or Lessor's ability to perform Lessor's obligations under the Lease.

(e) At Lender's option, this Certificate shall be recorded in the Official Records of Douglas County, Kansas.

(f) This Certificate shall be binding upon and shall inure to the benefit of Lessor, Lessee, Lender (and any participant bank) and their respective successors and assigns.

(g) If Lessor or Lender desire to give or serve any notice, demand, request or other communication with respect to this Certificate, each such notice shall be in writing and shall be effective only if the notice is delivered by personal service, by nationally recognized overnight courier, by facsimile, or by mail, postage prepaid, addressed as follows:

If to Lessor, to: The City of Lawrence, Kansas
6 East 6th Street
Lawrence, Kansas 66044
Attn: Clerk

If to Lessee, to: RCP, LLC
1891 Constant Avenue
Lawrence, Kansas 66047-3743

If to Bliss, to: BLISS SPORTS, LC
209 Fall Creek Road
Lawrence, Kansas 66049

If to Lender, to: SUNFLOWER NATIONAL BANK ASSOCIATION
4831 Quail Crest Place
Lawrence, Kansas 66049

Any notice delivered personally or by courier shall be deemed to have been given when delivered. Any notice sent by facsimile shall be presumed to have been received on the date transmitted. Any notice sent by mail shall be presumed to have been received five (5) business days after deposit in the United States mail, with postage prepaid and properly addressed. Any party may change its address by giving notice to the other party of its new address in the manner provided above.

(h) This Certificate shall be construed in accordance with and shall be governed by the laws of the State of Kansas.

(i) This Certificate may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute only one agreement.

(j) In the event of conflict between the terms of the Lease and the terms of the Mortgage, the terms of this Certificate shall control, and if this Certificate does not resolve the conflict, then the terms of the Lease shall control.

(k) This Certificate shall not be deemed to be: (i) a waiver of any of the City's rights or remedies as Lessor under the Lease or (ii) a consent to any additional encumbering of the Bliss's interest in the Lease.

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EXECUTED by the party or parties on the dates set forth opposite their respective signatures but the effective date hereof for all purposes is August 5, 2014.

LESSOR:

CITY OF LAWRENCE, KANSAS

By: _____
Mike Amyx, Mayor

(Seal)

ATTEST:

By: _____
Diane Trybom, Acting City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF DOUGLAS)

BE IT REMEMBERED that on this ____ day of _____, 2014, before me, a notary public in and for said county and state, came Mike Amyx, Mayor of the City of Lawrence, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Diane Trybom, City Clerk of the Issuer, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Issuer, and such persons duly acknowledged the execution of the same to be the act and deed of said Issuer.

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

[SEAL]

Notary Public

My commission expires _____.

LENDER:

SUNFLOWER BANK, National Association

By: _____

Name: _____

Title: _____

State of _____)

)

County of _____)

BEFORE ME, the undersigned notary, personally appeared _____,
_____ of SUNFLOWER BANK acknowledged to me that he has read the foregoing
document and that it was executed for the purposes and uses expressed therein.

WITNESS my hand and official seal in the said county and state aforesaid, this _____
day of _____, 2014.

Notary Public

My Commission expires:

EXHIBIT A
LEGAL DESCRIPTION OF LEASED PREMISES

All that certain real property located in Douglas County, Kansas, described as follows:

Lot 1, ROCK CHALK PARK ADDITION NO. 1, a subdivision in the City of Lawrence,
Douglas County, Kansas.