

## ESTOPPEL CERTIFICATE

This Estoppel Certificate is given to Four-G, LLC, a Kansas limited liability company, (“**Four-G**”) pursuant to the Closing of the Agreement to Purchase and Sell Partial Assignment of WaterWalk Development Agreement by and between Four-G as Buyer and WaterWalk LLC (“**WaterWalk LLC**”) as Seller, with an Effective Date of December 31, 2009, the (“**Purchase Agreement**”).

WHEREAS, WaterWalk LLC and the City of Wichita, Kansas (“**City**”) are parties to that certain Development Agreement Regarding Development of the East Bank dated September 10, 2002, as amended by Amendment To Development Agreement Regarding Development Of The East Bank dated December 2, 2003; Second Amendment To Development Agreement Regarding Development Of The East Bank dated October 12, 2004; Third Amendment To Development Agreement Regarding Development Of The East Bank dated June \_\_\_, 2006; and Fourth Amendment To Development Agreement Regarding Development Of The East Bank dated December 16, 2008 (collectively the “**Development Agreement**”);

WHEREAS, the Development Agreement grants WaterWalk LLC certain rights to develop the Project Parcels (as defined in the Development Agreement) located near downtown Wichita, Kansas;

WHEREAS, Four-G desires to develop and occupy a tract within the Project Parcels, which tract is described on Exhibit A attached hereto and incorporated by reference herein (“**Lodging Tract**”); and

WHEREAS, to permit Four-G to develop and occupy the Lodging Tract, WaterWalk LLC is willing to assign certain of its rights and obligations under the Development Agreement, and Four-G is willing to accept and assume the same, all subject to the terms of the Purchase Agreement and a certain Partial Assignment of WaterWalk Development Agreement (the “**Assignment**”).

WHEREAS, Four-G is unwilling to enter into the Assignment without assurance from WaterWalk LLC and the City that WaterWalk LLC is not in default of the terms of the Development Agreement being assigned to Four-G.

THEREFORE,

The City and WaterWalk LLC hereby represent to Four-G, as of the Effective Dates of their respective signatures below, that to their actual respective knowledge, without duty to investigate or

Estoppel Certificate

\_\_\_\_\_, 2010

inquire, that WaterWalk LLC is not in default of the rights and obligations of the Development Agreement that are being assigned to Four-G by the Assignment.

This certificate may be executed in several counterparts. All counterparts so executed shall constitute one certificate and shall be binding on all parties, even though all the parties did not sign the original or the same counterpart signature page. Hand signatures transmitted by fax or electronic mail are also permitted as binding signatures.

City of Wichita

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Effective Date: \_\_\_\_\_, 2010

WaterWalk LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Effective Date: \_\_\_\_\_, 2010

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

**EXHIBIT A**

Commencing at the easterly most south corner of Lot 1, Block 5, Waterwalk Phase 2 Addition, an addition to Wichita, Sedgwick County, Kansas; thence N 00°00'13" W, along the east line of said Lot 1, 207.88 feet; thence S 89°59'47" W, perpendicular to said east line, 12.50 feet for a place of beginning; thence S 00°00'13" E, parallel with said east line, 140.51 feet; thence S 45°00'00" W, 76.25 feet; thence S 89°59'47" W, parallel with the south line of said Lot 1, 119.26 feet; thence N 35°19'20" W, 21.48 feet; thence N 00°00'13" W, parallel with said east line, 176.40 feet; thence N 89°59'47" E, parallel with said south line, 26.26 feet; thence N 00°00'13" W, parallel with said east line, 0.50 feet; thence N 89°59'47" E, parallel with said south line, 159.33 feet to the place of beginning.