EXHIBIT "A"

LANDLORD CONSENT AND ESTOPPEL

This Landlord Consent and Estoppel ("**Agreement**") is made as of July 31, 2018 by and among CITY OF ROUND ROCK, TEXAS ("**Landlord**"), KR CC, LLC ("**Tenant**"), KR ACQUISITIONS LLC ("**Acquisitions**" and together with Tenant, "**Borrower**") and BANK OF WISCONSIN DELLS (together with its successors and assigns, "**Secured Party**"). As used in this Agreement, the following terms shall have the meanings given opposite such terms:

Lease	GROUND LEASE AGREEMENT dated as of December 20, 2016, as amended by First Amendment to Ground Lease Agreement dated as of February 1, 2017, and Second Amendment to Ground Lease Agreement dated as of April 26, 2018
Landlord	CITY OF ROUND ROCK, TEXAS
Tenant	KR CC, INC.
Borrower	KR CC, INC. and KR ACQUISITIONS LLC
Secured Party	BANK OF WISCONSIN DELLS, its successors and assigns
Premises	Approximately 345 acres described on **Exhibit A**
Property Address	
Lease Expiration Date	11:59 p.m., December 19, 2115
Expiration Date At End of Renewal Options; Description of Renewal Options	N/A
Purchase Option	As defined in the Lease
Option Purchase Price	One Dollar ($1.00) per acre of the Property plus assessed, but uncollected rollback taxes, if any are owed, provided the Deferred Rent has been paid pursuant to Section 4.1(c) of the Lease, otherwise it shall be equal to One Dollar ($1.00) per acre of Property plus assessed, but uncollected rollback taxes, if any are owed, plus the Deferred Rent that has not been paid

Any capitalized term not defined herein shall have the meaning ascribed to it under the Lease.

Secured Party will provide one or more credit facilities (as amended, from time to time, the "**Financing Arrangements**") to Borrower, secured by, among other collateral, (i) all of Borrower's business assets, including without limitation, furniture, moveable trade fixtures, signage, equipment, sprinkler systems, heating and air conditioning, lighting, compressors, condensers, furnaces and other personal property (all of which is referred to hereinafter the "**Collateral**") which are presently located or may at any time hereafter be located in, at or upon the Premises, but excluding fixtures attached to the Premises and owned by Landlord, and (ii) Borrower's pledge and assignment of its leasehold interest in the Premises pursuant to one or more leasehold mortgages or deeds of trust and/or collateral assignments covering Lease Agreements dated as of the date hereof or in the future given by Borrower for the benefit of Secured Party (collectively, the "**Leasehold Mortgage**"). As a condition to the Financing Arrangements, Secured Party has requested that Borrower coordinate and obtain Landlord's acknowledgment and agreement with respect to certain matters pertaining to the Lease and any subleases, licenses, concession or other occupancy agreements permitted thereunder including without limitation the

Sublease of Ground Lease, Option to Take Assignment of Ground Lease, and Option to Purchase Agreement dated as of April 26, 2018 from Tenant to KR Acquisitions LLC, as evidenced by a Memorandum of Sublease and Option recorded as Document No. 2018035976 in the land records of Williamson County, Texas (collectively, the "**Lease Agreements**"). Landlord and Tenant hereby acknowledge, confirm to and agree with Secured Party as follows:

1. Premises and Lease: Landlord is the holder of the landlord's interest under the Lease. The Lease is in full force and effect and has not been modified or amended except as otherwise noted or attached on **Exhibit B** hereto. Landlord confirms that Tenant is the current holder of the tenant's interest under the Lease.

2. Notice of Default: Landlord agrees to provide written notice of Tenant's default under the Lease. Secured Party's address for notice purposes is:

Bank of Wisconsin Dells
716 Superior Street
Wisconsin Dells, WI 53965
Attn: Kelly Bauer

Secured Party agrees to provide written notice of Borrower's default under the Financing Arrangements to Landlord contemporaneously with delivery of its notice to Borrower. Landlord's address for notice purposes is:

City of Round Rock, Texas
221 E. Main Street
Round Rock, TX 78664
Attn: City Manager.

3. Rent and Charges Paid: All rent and other charges payable by Tenant under or pursuant to the Lease are currently paid in full, including without limitation the Initial Rent Payment.

4. No Default: To the best of Landlord's and Borrower's knowledge, neither Landlord nor Borrower is in breach or default under any of the terms and conditions of the Lease or any of the Lease Agreements, and no event or circumstance has occurred or exists which with the passage of time and/or the giving of notice would constitute a breach or default under the Lease or any of the Lease Agreements. Landlord has not given or received any notice of any breach or default under the Lease.

5. No Termination Event: Landlord has not taken any action to terminate the Lease.

6. Expiration Date: The Lease expiration date is accurately set forth above.

7. Purchase Option: The Lease provides Tenant with a purchase option to purchase the Premises under the Lease. Landlord and Secured Party hereby acknowledge and agree, that (i) Secured Party has the right to take an assignment of and exercise the purchase option granted to Tenant under the Lease, and (ii) subject to the terms of the Financing Arrangements, Tenant shall assign to Secured Party the purchase rights granted to it in the Lease. The Option Purchase Price is accurately set forth above.

8. Consent to Pledge of Collateral and Leasehold Mortgage: Landlord hereby consents to the pledge by Borrower to Secured Party of a security interest in the Collateral and Borrower's leasehold interest in the Premises (whether under the Lease or under any of the Lease Agreements) and, in Secured

Party's sole discretion, the recording of such documents and instruments as may be reasonably necessary to create and perfect such liens.

9. Disclaimer/Subordination of Interest In Collateral; Access:

a. Disclaimer/Subordination: For so long as Borrower is indebted or otherwise obligated to Secured Party, Landlord hereby disclaims any interest in the Collateral which is now or hereafter located in, at or upon the Premises. Further, for so long as Borrower is indebted or otherwise obligated to Secured Party, Landlord subordinates its interest in the Collateral to the interest of Secured Party and will not assert against the Collateral (including any equipment or trade fixtures at the Premises) any statutory, common law, possessory or other liens or encumbrances that Landlord has or hereafter may have.

b. Access: Secured Party shall have the right, at its election, to enter onto the Premises during normal business hours for purposes of inspection and, pursuant to the terms of the Financing Arrangements, the enforcement of its security interest in the Collateral, including, without limitation, the sale and removal of the Collateral, provided, however, that (i) Secured Party or its representatives shall maintain reasonably appropriate insurance at the time of any such entry and (ii) if Secured Party shall remove any of the Collateral, Secured Party shall reimburse Landlord for the reasonable and necessary cost of repair of any physical injury to the Premises directly caused by such removal, but not for any diminution in value caused by such removal.

10. Effect of the Leasehold Mortgage. Borrower's granting of the Leasehold Mortgage to Secured Party shall not be deemed to constitute an Assignment of the Leasehold Estate, nor shall Secured Party, as a Leasehold Mortgagee, or in the exercise of its rights under the Leasehold Mortgage or under the Lease or under the Lease Agreements, be deemed to be an assignee or transferee or mortgagee in possession of the Leasehold Estate so as to require Secured Party, as such Leasehold Mortgagee, to assume or otherwise be obligated to perform any of Borrower's obligations under the Lease or the Lease Agreement except when, and then only for so long as, Secured Party as such Leasehold Mortgagee has acquired ownership and possession of the Leasehold Estate pursuant to a Foreclosure Event (as distinct from its rights under this Agreement or the Lease or the Lease Agreements to cure defaults or exercise Mortgagee's Cure Rights). No Secured Party or other Person acquiring the Leasehold Estate pursuant to a Foreclosure Event shall have any liability beyond its interest under this Agreement or the Lease or the Lease Agreements nor shall Secured Party or any Person acquiring the Leasehold Estate pursuant to a Foreclosure Event be liable under the Lease or the Lease Agreements unless and until such time as it becomes the owner of the Leasehold Estate. Landlord recognizes and agrees that Secured Party may acquire directly, or may cause its assignee, nominee, or designee to acquire, the Leasehold Estate through a Foreclosure Event and such party shall enjoy all the rights and protections granted to Secured Party hereunder or to a Leasehold Mortgagee under the Lease or the Lease Agreements with the same force and effect as if such party were Secured Party or the Leasehold Mortgagee itself.

11. Foreclosure; Further Assignment. Notwithstanding anything to the contrary in the Lease or the Lease Agreements, any Foreclosure Event or any exercise of rights or remedies under the Leasehold Mortgage shall not be deemed to violate the Lease or the Lease Agreements or require the consent of Landlord. If Secured Party or a successor or assignee of Secured Party, or an Affiliate thereof, acquires Borrower's Leasehold Estate following a Foreclosure Event, or if Secured Party or a successor or assignee of Secured Party, or an Affiliate thereof, enters into a New Agreement, Secured Party or successor or assignee of Secured Party, or an Affiliate thereof, shall enjoy all of the rights and protections granted to Leasehold Mortgagee under the Lease or the Lease Agreements with the same force and effect as if such successor, assign or Affiliate were the Leasehold Mortgagee itself and may thereafter assign or

transfer the Lease or such New Agreement without prior notice to or consent of Landlord; provided, that the assignee or transferee expressly agrees in writing to assume and to perform all of the obligations under the Lease or the Lease Agreements or such New Agreement, as the case may be, from and after the effective date of such assignment or transfer. No Leasehold Mortgagee (or Person acquiring the Leasehold Estate pursuant to a Foreclosure Event under a Leasehold Mortgage) shall have any liability beyond its interest in the Lease or the Lease Agreements nor shall Leasehold Mortgagee (or person acquiring the Leasehold Estate pursuant to a Foreclosure Event under a Leasehold Mortgage) be liable under the Lease or the Lease Agreements unless and until such time as it becomes, and then only for so long as it remains, the owner of the Leasehold Estate.

12. Leasehold Mortgagee; Assigns. Landlord acknowledges receipt of a true and correct copy of the Leasehold Mortgage together with written notification specifying the name and address of Secured Party. Secured Party shall be entitled to all the rights and protections of a Leasehold Mortgagee under the Lease, and the provisions of Section 15 of the Lease regarding Leasehold Mortgages are incorporated herein by reference. Following notification of any Assignment of such Leasehold Mortgage, Landlord shall confirm that such successor, assign or Affiliate of Secured Party is or will be, upon closing of its acquisition of the Leasehold Mortgage, entitled to all of the rights and protections granted to a Leasehold Mortgagee under the Lease with the same force and effect as if such successor, assign or Affiliate were the Secured Party itself, in the Lease, including after any premature termination of the Lease.

13. Further Assurances. Upon request by Secured Party, Landlord shall deliver to the Secured Party such documents and agreements as Secured Party shall reasonably request to further effectuate the terms of the Lease or the Lease Agreements, including a separate written instrument in recordable form signed and acknowledged by Landlord setting forth and confirming, directly for the benefit of Secured Party and its successors and assigns, any or all rights of a Leasehold Mortgagee; provided, however, that Borrower shall reimburse Landlord immediately upon demand therefor for any and all reasonable third party costs or expenses actually incurred by Landlord in complying with this requirement.

14. Priority of Leasehold Mortgages. If there is more than one Leasehold Mortgage, then whenever the Lease provides a Leasehold Mortgagee with the right to consent or approve or exercise any right granted in the Lease, the exercise or waiver of same by Secured Party shall control and be binding upon the holder(s) of all junior Leasehold Mortgages or other holders of debt, such as Mezzanine Lenders.

15. Rights of Landlord. Secured Party agrees with the following requirements:

a. the Leasehold Mortgage and all rights acquired thereunder shall be subject to each and all of the covenants, conditions, restrictions and provisions set forth in the Lease and the Lease Agreements, and to all rights of Landlord thereunder; and

b. Secured Party shall not, and the Leasehold Mortgage does not, encumber any interest in real property other than Borrower's leasehold interest in the Property, or secure debt which is not utilized for the purpose of the Project.

16. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

17. Modification. This Agreement may only be modified by a written document signed by all of the parties hereto. A signature to this Agreement delivered by electronic means (such as by facsimile or by email in "pdf" format) shall be deemed an original signature hereto for all purposes.

18. Remain in Effect. This Agreement shall remain in effect until the date on which Borrower has paid and performed all its obligations and liabilities under the Financing Arrangements.

[Signature page follows]

The Landlord and Borrower have executed and delivered this Landlord Estoppel and Consent as of the date first above written.

Landlord: CITY OF ROUND ROCK, TEXAS

Address of Landlord:

221 E. Main Street
Round Rock, TX 78664
Attn: City Manager

By: _____
Name: Craig Morgan
Title: Mayor

APPROVED as to form:

_____
Stephan L. Sheets, City Attorney

Tenant: KR CC, INC., a Delaware corporation

Address of Tenant:

P.O. Box 590
1305 Kalahari Drive
Wisconsin Dells, WI 53965
Attn: Mary Bonte Spath

By: _____
Name: Todd Nelson
Title: President

Tenant: KR ACQUISITIONS LLC a Delaware limited liability company

Address of Tenant:

P.O. Box 590
1305 Kalahari Drive
Wisconsin Dells, WI 53965
Attn: Mary Bonte Spath

By: _____
Name: Todd Nelson
Title: President

Secured Party: BANK OF WISCONSIN DELLS

Address of Lender:

716 Superior Street
Wisconsin Dells, WI 53965
Attn: Kelly Bauer

By: _____
Name: Kelly Bauer
Title: Senior Vice President

Exhibit A

(Legal Description of the Premises)

Exhibit B

(Lease and Amendments)