EXHIBIT
"A"

COLLATERAL ASSIGNMENT OF ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

THIS COLLATERAL ASSIGNMENT OF ECONOMIC DEVELOPMENT PROGRAM AGREEMENT ("Assignment") is executed by KR Acquisitions LLC, a Delaware limited liability company (the "Developer"), and KR CC, INC., a Delaware corporation (the "Tenant," and together with the Developer, the "Assignor") for the benefit of Bank of Wisconsin Dells, its successors and assigns (the "Lender") as of July 31, 2018.

RECITALS:

A. Assignor has executed and delivered to Lender that certain Promissory Note dated as of even date herewith (as such document has been and may be modified, amended, supplemented or restated from time to time, the "Note") in the amount of $220,000,000.00 for purposes of constructing a resort which is expected to include approximately 975 hotel rooms, more than 66,000 sq. ft. of food and beverage outlets, in excess of 200,000 sq. ft. of indoor waterpark, a family entertainment center in excess of 90,000 sq. ft., a publicly-owned convention center in excess of 200,000 sq. ft., and other amenities including retail shops, spa and fitness center, an outdoor adventure park, and an outdoor waterpark (the "Project").

B. The Note is secured by an Amended and Restated Construction Leasehold Deed of Trust and Security Agreement and Fixture Filing Statement executed by Assignor and delivered to Lender dated as of even date herewith (as such document may be modified, amended, supplemented or restated from time to time, the "Deed of Trust"), and by certain other agreements, assignments and other documents which evidence, secure or otherwise reference the Note (the "Loan Documents").

C. As additional collateral for the Note, Lender has required Assignor to enter into this Assignment.

AGREEMENTS:

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals set forth above, the Assignor, hereby collaterally pledges, assigns, and transfers to the Lender, and grants to Lender a security interest in all of the Assignor's rights, remedies (at law or in equity), title and interest in and to (a) all rights (but not the obligations) under a development agreement more particularly described on **Exhibit A** (as such agreement may be modified, amended, supplemented or restated from time to time, the "Development Agreement"), (b) all agreements, documents, certificates, instruments and other materials relating to the Development Agreement, and (c) all proceeds of and other rights in connection with the Development Agreement.

This Assignment is made pursuant to and subject to the terms, conditions, representations and warranties under certain agreements and documents between the Assignor and the Lender and is in addition to, and not in limitation of, any of the other Loan Documents.

It is the intention hereby to establish an absolute transfer and present assignment to the Lender. The Assignor hereby irrevocably appoints the Lender its true and lawful attorney-in-fact in the Assignor's name and place to take such actions upon such terms and conditions in Lender's discretion as Lender may determine, with the same rights, powers and benefits as the undersigned would have under such Development Agreement. Although it is the intention of the parties that this assignment shall be a present assignment, the Lender shall not exercise any of the rights and powers conferred upon it herein until and unless an Event of Default shall occur under the terms of the Note or the Loan Documents.

This Assignment may be amended only by a writing signed on behalf of each party. No waiver of any provision, right or remedy herein contained on any one occasion shall be construed as a bar to or waiver of any such right or remedy on any future occasion. No waiver shall be deemed to have been made, unless such waiver is in writing specifying the specific waiver and signed by an authorized officer of the Lender. This Assignment shall be binding upon the successors and assigns of the Assignor (including any debtor-in-possession on behalf of the Assignor) and shall inure to the benefit of the Lender and all future holders of any instrument evidencing the obligations of Assignor and its respective successors and assigns. This instrument shall also remain in full force and effect during the pendency of any collection proceedings. The Lender may take security in addition to the security already given Lender for the payments of the principal and interest provided to be paid in or by Assignor's obligation s under the Note or the Loan Documents or release such other security, and may release any party primarily or secondarily liable on the obligations of Assignor under the Note and the Loan Documents, may grant or make extensions, renewals, modifications, or indulgences with respect to the Assignor's obligations under the Note, the Loan Documents or any security instrument and replacements thereof, which replacement of the Assignor's obligations under the Note, the Loan Documents or security instrument may be on the same or on terms different from the present terms of such obligations, and may apply any other security thereof held by it to the satisfaction of such obligations without prejudice to any of its rights hereunder. This Assignment has been negotiated and shall be construed and governed in accordance with the provisions of Section 7.5 of the Construction Loan Agreement between Lender and Assignor dated as of the date hereof ("Loan Agreement"). If any provisions of this Assignment are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity without invalidating the remainder of such provisions or the remaining provisions of this Assignment.

[Execution Page Follows]

This Assignment is dated as of the date first stated above.

ASSIGNOR:

KR CC, INC., a Delaware corporation

By: _____
Todd R. Nelson, President

KR ACQUISITIONS LLC, a Delaware limited liability company

By: _____
Todd R. Nelson, President

ACCEPTED BY LENDER:

BANK OF WISCONSIN DELLS

By: _____
Kelly Bauer, Senior Vice President

EXHIBIT A

Description of Development Agreement

1. Economic Development Program Agreement dated effective as of December 15, 2016 by and among the City of Round Rock, Texas (the "City"), a home rule city organized under the laws of the State of Texas, the Round Rock Transportation and Economic Development Corporation, a "Type B corporation" created under the authority of Chapter 501, Texas Local Government Code (the "TED Corp."), KR Acquisitions LLC, a Delaware limited liability company (the "Developer"), and KR CC, INC., a Delaware corporation (the "Tenant").

CONSENT

The undersigned, City of Round Rock, Texas, party to the Development Agreement described herein, hereby consents to this Collateral Assignment of Economic Development Program Agreement and agrees, in the event Lender exercises its remedies under the Loan Documents, Lender shall have the rights of Assignor under the Development Agreement.

CITY OF ROUND ROCK, TEXAS,
a home rule city and municipal corporation

By:_____
Craig Morgan, Mayor

APPROVED as to form:

_____
Stephan L. Sheets, City Attorney

CONSENTS CONTINUE ON NEXT PAGE FOLLOWING

CONSENT

The undersigned, Round Rock Transportation and Economic Development Corporation, party to the Development Agreement described herein, hereby consents to this Collateral Assignment of Economic Development Program Agreement and agrees, in the event Lender exercises its remedies under the Loan Documents, Lender shall have the rights of Assignor under the Development Agreement.

ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION

By:_____
Craig Morgan, President

Date: _____

APPROVED as to form:

_____
Stephan L. Sheets, Corporation's Attorney