

City's Estoppel Certificate

_____, 2025 [to be dated as of the Closing Date of the Loan]

WALKER & DUNLOP, LLC
7272 Wisconsin Avenue, Suite 1300
Bethesda, Maryland 20814
Attention: Loan Servicing

Re: Property located at 2200 W 47th Pl, Westwood, Kansas 66205 and commonly known as Woodside Village North

Ladies and Gentlemen:

The undersigned, THE CITY OF WESTWOOD, KANSAS (the “**City**”), is a party to that certain Woodside Village Redevelopment Agreement dated as of January 12, 2012, by and between the City and WOODSIDE REDEVELOPMENT, LLC, a Kansas limited liability company (“**Master Developer**”), as amended by that certain First Amendment to Woodside Village Redevelopment Agreement dated as of February 9, 2012, that certain Second Amendment to Woodside Village Redevelopment Agreement dated as of March 8, 2012, that certain Third Amendment to Woodside Village Redevelopment Agreement dated as of April 12, 2012, that certain Fourth Amendment to Woodside Village Redevelopment Agreement dated as of May 10, 2012, that certain Fifth Amendment to Woodside Village Redevelopment Agreement dated as of June 14, 2012, that certain Sixth Amendment to Woodside Village Redevelopment Agreement dated as of July 12, 2012, that certain Seventh Amendment to Woodside Village Redevelopment Agreement dated as of February 13, 2014, that certain Eighth Amendment to Woodside Village Redevelopment Agreement dated as of September 19, 2014, that certain Ninth Amendment to Woodside Village Redevelopment Agreement dated as of October 13, 2016, that certain Tenth Amendment to Woodside Village Redevelopment Agreement dated as of December 12, 2019, and that certain Eleventh Amendment to Woodside Village Redevelopment Agreement dated as of the date hereof (as so amended, the “**Redevelopment Agreement**”). The City enacted those certain Ordinances Nos. 924 and 919 on December 20, 2011 (the “**Ordinances**” and collectively with the Redevelopment Agreement, “**TIF and CID Documents**”). Reference is also made to that certain Bond Trust Indenture dated as of July 1, 2014 between the City and UMB Bank, N.A. relating to: \$1,000,000 Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project) Series 2014A and \$700,000 Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project) Series 2014B, including the First and Second Supplemental Bond Trust Indentures respectively dated October 1, 2019 and November 1, 2021 (the “**CID Bond Indenture**”), and that certain Bond Trust Indenture dated as of July 1, 2014 between the City and UMB Bank, N.A. relating to: \$3,150,000 Special Obligation Tax Increment Revenue Bonds (Woodside Village TIF Project) Series 2014, including the First Supplemental Bond Trust Indenture dated October 1, 2019 (the “**TIF Bond Indenture**” or, together with the CID Bond Indenture, the “**Bond Documents**”). Master Developer, Woodside

Village North LLC, and Woodside Village North 2, LLC collectively defined as the “**Borrower Parties**”.

The TIF and CID Documents and the Bond Documents pertain to certain real property within the City’s jurisdiction, as legally described on Exhibit A (the “**Mortgaged Property**”).

WOODSIDE VILLAGE NORTH 2 SPE, LLC, a Kansas limited liability company (“**Borrower**”), has requested that WALKER & DUNLOP, LLC, a Delaware limited liability company (together with its successors and assigns, including, without limitation, Freddie Mac, “**Lender**”) make a loan to Borrower (the “**Loan**”) secured by Borrower’s interest in the Mortgaged Property. It is a condition to making the Loan that the City provides this certification to Lender. The City acknowledges and agrees that Lender is relying and will continue to rely upon the accuracy and completeness of this Certificate. Therefore, the City warrants, represents and certifies to Lender as follows, as of the date of this Certificate:

1. A complete copy of the Redevelopment Agreement is attached hereto as Exhibit B. There are no amendments, modifications, assignments, supplements, renewals of the Redevelopment Agreement, other than those attached as Exhibit B.
2. A complete copy of the Ordinances is attached hereto as Exhibit C.
3. Complete copies of the Bond Documents are attached hereto as Exhibit D. There are no amendments, modifications, assignments, supplements, renewals of the Bond Documents, other than those attached as Exhibit D.
4. Borrower and Borrower Parties are in full compliance with all TIF and CID Documents, including, without limitation, payment of any and all fees related to the Tax Increment Financing (“**TIF**”) as established in the TIF and CID Documents.
5. Subject to any early termination under the terms set forth in the TIF and/or CID Documents, the tax increment financing and community improvement district created by the TIF and CID Documents expire in 2033.
6. The City has not delivered, received, or is aware of the issuance of any notices of default under the TIF and CID Documents; there is no default by the City, and to the best of the City’s knowledge, there is no default by Borrower or Borrower Parties, under the TIF and CID Documents, nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default by the City, or to the best of the City’s knowledge, Borrower or Borrower Parties, under the TIF and CID Documents.
7. Borrower, Woodside Village North 2 SPE, LLC, has no obligations under the TIF and CID Documents with respect to any property other than the Mortgaged Property.
8. The combination of base year Real Property Taxes, Incremental Real Property Taxes, PILOT Payments (as such terms are defined in the Redevelopment Agreement), and property taxes levied for schools, as applicable and as levied against the Mortgaged Property or payable in

connection with the ownership thereof, equals what would otherwise be the full amount of ad valorem taxes payable for the Mortgaged Property.

9. The City does not have any option or preferential right to purchase all or any part of the Mortgaged Property.
10. The City has not received written notice that it is in violation of any governmental law or regulation with respect to the Mortgaged Property and has no reason to believe that there are grounds for any claim of any such violation.
11. The City acknowledges that Lender's address for notice and other purposes under the TIF and CID Documents is as follows:

Walker & Dunlop, LLC
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Attn: Loan Servicing

12. The City and the person or persons executing this Certificate on behalf of the City have the power and authority to execute this Certificate.
13. The City consents to Borrower encumbering Borrower's interest in and to the Mortgaged Property and the recording and/or filing of any such instruments in the applicable public records as Lender may deem necessary or desirable to establish, perfect and maintain a lien upon and against Borrower's interests in the Mortgaged Property, including any document or instrument executed in connection with any renewal, extension and/or modification of such lien.
14. Lender and any statistical rating agency that provides a rating on securities backed in part by the Mortgage, may rely upon the truth and accuracy of the certifications contained herein, and said certification will be binding upon the City and its successors and assigns, and inure to the benefit of Lender and its successors and assigns and any such statistical rating agency.
15. The following Exhibits, if marked with an "X" in the space provided, are attached to this Certificate:

<input checked="" type="checkbox"/>	Exhibit A	Legal Description
<input checked="" type="checkbox"/>	Exhibit B	Redevelopment Agreement
<input checked="" type="checkbox"/>	Exhibit C	Ordinances
<input checked="" type="checkbox"/>	Exhibit D	Bond Documents

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THE CITY: The City of Westwood, Kansas

By: _____
Mayor

EXHIBIT A

Lots 1 and 2, WOODSIDE VILLAGE NORTH, a subdivision in the City of Westwood,
Johnson County, Kansas.

EXHIBIT B

[Attached behind]

EXHIBIT C

[Attached behind]

EXHIBIT D

[Attached behind]