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DOCUMENT COVER SHEET

TITLE OF DOCUMENT: LANDLORD ESTOPPEL AND CONSENT TO
MODIFICATION OF LEASEHOLD MORTGAGE AND
SECURITY AGREEMENT

DATE OF DOCUMENT: _____, 2026

GRANTOR: THE CITY OF WESTWOOD, KANSAS

Grantor's Address: 4700 Rainbow Blvd.
Westwood, KS 66205

GRANTEE: ENTERPRISE BANK & TRUST

Grantee's Address: 1281 N. Warson Road, St. Louis, Missouri 63132

LEGAL DESCRIPTION: SEE DESCRIPTION ATTACHED AS EXHIBIT A

REFERENCE BOOK & PAGE: Leasehold Mortgage and Security Agreement dated
February 1, 2011 and recorded February 4, 2011 with the
Johnson County, Kansas Register of Deeds in Book
201102, Page 001293

LANDLORD ESTOPPEL AND CONSENT TO MODIFICATION OF LEASEHOLD MORTGAGE
AND SECURITY AGREEMENT

THIS LANDLORD ESTOPPEL AND CONSENT TO MODIFICATION OF LEASEHOLD MORTGAGE AND SECURITY AGREEMENT ("Agreement") is made as of {_____, 2026] by THE CITY OF WESTWOOD, KANSAS, with a mailing address of Westwood City Hall, 4700 Rainbow Blvd., Westwood, Kansas 66205 (the "City") for the benefit of ENTERPRISE BANK & TRUST, a Missouri chartered trust company, with a mailing address of 1281 N. Warson Road, St. Louis, Missouri 63132 ("Lender"), and WOODSIDE RACQUET CLUB MANAGEMENT, INC., with a mailing address of 2000 West 47th Place, Westwood, Kansas 66205 ("Borrower").

WITNESSETH:

WHEREAS, City is the fee owner of the real property and improvements legally described on Exhibit A attached hereto and made a part hereof ("Premises");

WHEREAS, City, as landlord, and Borrower, as tenant, are parties to that certain Land and Building Sublease Agreement dated December 6, 2010 by and between Westwood Foundation, Forty-Seventh Partners, L.P. and Woodside Racquet Club Management, Inc. (as amended, restated, supplemented or otherwise modified from time to time, "Lease") concerning the Premises;

WHEREAS, Borrower will enter into that certain Construction Loan Agreement of even date herewith between the Borrower and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") in connection with the Note (as defined in the Loan Agreement) and Loan Documents (as defined in the Loan Agreement) (collectively, "Loan"). In consideration for the Loan, where said Note is secured by, among other things, a Leasehold Mortgage and Security Agreement dated February 1, 2011 and recorded February 4, 2011 with the Johnson County, Kansas Register of Deeds in Book 201102, Page 001293 (which Leasehold Mortgage and Security Agreement and all amendments, renewals, modifications, replacements, substitutions, extensions and consolidations thereof and all re-advances thereunder and additions thereto approved consistent with this Agreement are referred to as the "Mortgage");

WHEREAS, Borrower now desires to increase the total principal amount secured by the Mortgage to [\$_____.00], and will execute and deliver to Lender a Modification of Leasehold Mortgage and Security Agreement ("Modification"), which Modification modifies the Mortgage to increase the total principal amount secured by the Mortgage to [\$_____.00]; and,

WHEREAS, City consents to the Modification.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, City hereby agrees and covenants as follows:

1. City represents, warrants, covenants and agrees as follows:
 - (a) City is the fee simple owner of the Premises.

(b) City has received no notice from the Borrower that City is in default of the Lease, nor that the Borrower intends to terminate the Lease.

(c) The termination date of the Lease with renewal periods is June 30, 2051.

(d) As of the date hereof, to the best of its knowledge, Borrower is in full compliance with all of the terms and conditions of the Lease and no condition exists which, of itself, or upon the lapse of time or giving of notice (or both), might create an event of default under the Lease.

(e) City has no objection to and hereby consents to the Modification. City hereby waives any event of default which might occur under the Lease as a result of the Loan or execution of the Notes or Modification by Borrower.

(f) Except as described above, the Lease has not been modified or amended and constitutes the entire agreement between the City and Borrower.

(g) City has not assigned, pledged, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Premises and there are no mortgages, or other security interests now encumbering the City's interest in the Premises.

(h) No third party has any option or preferential right to purchase all or any part of the Premises arising out of an agreement with the City.

(i) All rent currently due and payable by Borrower has been paid in full.

(j) A copy of any notice given by City to Borrower in accordance with the Lease shall be simultaneously given to the Lender or such other party as Lender may direct by written notice to City. City shall give Lender all notices as required under the Lease to be given to Borrower. City shall afford Borrower and/or Lender all rights to cure the Borrower's default provided under the terms of the Lease.

(k) Any notice to City given in accordance with the Lease may be sent to City at the address set forth herein.

(l) If the interest of Borrower shall be transferred to and owned by the Lender or another party (each, a "Successor Tenant") by reason of foreclosure or other proceedings brought by the Lender in lieu of or pursuant to a foreclosure, or by any other manner, and the Successor Tenant succeeds to the interest of Borrower under the Lease, or if the Borrower shall be adjudged bankrupt and the Borrower's obligation under the Lease thereby disaffirmed, and the Successor Tenant gives written notice to City within thirty (30) days of its assumption of Borrower's interest, the Lease shall become a direct lease binding upon City and the Successor Tenant, in accordance with all of the terms, conditions and covenants of the Lease for the balance of the term thereof remaining, with the same force and effect as if the Successor Tenant were the tenant under the Lease, to be effective and self-operative immediately upon the Successor Tenant

succeeding to the interest of Borrower under the Lease, without the execution of any further instrument on the part of any of the parties hereto; provided such Successor Tenant shall not be liable for the past due obligations or default of Borrower under the Lease. The respective rights and obligations of City and Successor Tenant upon such event, to the extent of the remaining balance of the term of the Lease, shall be and are the same as now set forth therein, it being the intention of the parties hereto for the purpose to incorporate the Lease in this Agreement by reference by the same force and effect at length herein. Notwithstanding anything to the contrary contained herein, in the event Lender, as successor tenant, assumes the obligation under the Lease, Lender shall be entitled to assign or sublease its rights under the Lease to a third party (subject to the standards required of assignees and the approval rights under Section 13.1 of the Lease) and be relieved of all liabilities and obligations under the Lease which accrue after the date of such assignment or sublease.

(m) Subject to Section 1(j) above, City shall not, without the prior written consent of Lender, (i) amend, modify, terminate or cancel the Lease, (ii) accept a surrender of the Lease, or (iii) permit the subordination of the Lease to any mortgage encumbering the fee estate of the Premises except if the City, Borrower and fee mortgagee enter into a Subordination, Non-Disturbance and Attornment Agreement, in a form acceptable to Lender. Any such purported action without such consent shall be void as against the holder of the Mortgage.

(n) This Agreement shall satisfy any and all requirements under the Lease for providing notice to City of a mortgage encumbering the Borrower's interest in the Premises.

(o) The City shall allow the Lease to automatically renew from year to year after its initial term without any action by the City or Borrower as long as the Mortgage remains in effect in order to prevent the Lease from expiring on its own terms through and including June 30, 2051. Subject to Section 1(j) above, the City shall not recognize the termination or expiration of the Lease at any time while the Mortgage remains in effect unless otherwise agreed to in writing by the parties to this Agreement.

2. Lender represents, warrants, covenants and agrees as follows:

(a) In the event that Borrower defaults under the terms of the Mortgage, Lender agrees to provide notice of the default to City.

(b) In the event Lender becomes the Successor Tenant, Lender will attorn to and recognize the rights of the City under the Lease, in accordance with the terms and provisions of this Agreement.

(c) In the event Lender and Borrower modify the terms of the Mortgage extend the term of the Loan, or encumber additional collateral subject to the Lease, Lender agrees to first obtain the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, the City's approval is not required for changes to the payment terms under the Note or any other modifications to the Loan that do not affect the term of the Note or the collateral of the Loan as it pertains to the Premises.

(d) Lender shall not alter or modify existing improvements on the Premises, or construct new improvements thereon, without the prior written consent of the City or as otherwise required under the Lease, in the event the Lender becomes the owner of the leasehold interests in the Premises.

2. Borrower represents, warrants, covenants and agrees as follows:

(a) In the event that Borrower seeks to transfer or assign its interest in the Lease and/or Mortgage, Borrower agrees to provide the City with one hundred eighty (180) days notice of its intended transfer of interest. No transfer or assignment of Borrower's interest shall occur without the express written consent of the City. All terms of this Agreement, the Mortgage and the Lease will remain in full force and effect in the event Borrower's interest is assigned unless otherwise agreed to in writing by the parties to this Agreement.

(b) In the event Lender and Borrower modify the terms of the Mortgage extend the term of the Loan, or encumber additional collateral subject to the Lease, Borrower agrees to first obtain the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, the City's approval is not required for changes to the payment terms under the Note or any other modifications to the Loan that do not affect the term of the Note or the collateral of the Loan as it pertains to the Premises.

3. Notices shall be in writing, by registered or certified mail, overnight delivery or hand delivery and the mailing and delivery of notices to the following addresses, or to such place any party hereto may by notice in writing designate, shall constitute service of notice hereunder.

LENDER: Enterprise Bank & Trust
Attn: Ryan Othmer
6329 Glenwood Street, Suite 300
Overland Park, KS 66202

With a copy to: Armstrong Teasdale LLP
Attn: Gregory D. Todd
2345 Grand Boulevard, Suite 1500
Kansas City, MO 64108

BORROWER: Woodside Racquet Club Management, Inc.
Attn: Blair Tanner
2000 W. 47th Place,
Westwood, KS 66205

With a copy to: Woodworth Snow, LLC
Attn: Neal Woodworth
7200 West 132nd Street, Suite 320
Overland Park, KS 66213

CITY: City of Westwood, Kansas
c/o Mayor
Westwood City Hall
4700 Rainbow Blvd.

Westwood, KS 66205

With a copy to:

Ryan B. Denk
McAnnany VanCleave & Phillips P.A.
10 E. Cambridge Circle Dr., Suite 300
Kansas City, KS 666103

4. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

5. This Agreement shall be binding upon the parties and their respective successors and assigns and shall Inure to the benefit of and be enforceable by the parties and their respective successors, assigns and designees, including, but not limited to, any purchaser at a foreclosure sale or person or entity receiving a deed in lieu of foreclosure (which successors, assigns, designees, purchaser person or entity shall be deemed to be Included within the term tender for purposes of this Agreement).

6. The parties agree to record this Agreement with the Register of Deeds of Johnson County, Kansas.

[remainder of this page intentionally left blank; signature(s) follow]

(Type or Print Name)

IN WITNESS WHEREOF, the undersigned has executed this Landlord Estoppel and Consent to Modification of Leasehold Mortgage and Security Agreement as of the date first above written.

By: _____
Printed Name: Blair C. Tanner
Title: President

STATE OF KANSAS)
) ss.
COUNTY OF _____)

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

(Type or Print Name)

(Type or Print Name)

EXHIBIT A

LOTS 1 AND 2, WOODSIDE CLUB COMPLEX, A SUBDIVISION IN THE CITY OF
WESTWOOD, JOHNSON COUNTY, KANSAS.